

**JOHN DEERE****Application For POWERGARD Protection Plan****Print Form****For John Deere Construction, Forestry, And CCE Products**

The John Deere equipment Owner identified below ("Owner") hereby applies for PowerGard Protection Plan to John Deere¹ (In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) John Deere is the obligor under the PowerGard Protection Plan for John Deere Construction, Forestry, and CCE Products are backed by the full faith and credit of John Deere. This Application is made in accordance with the terms set forth in this document for the John Deere product identified below ("Product"). To contact us or to obtain contact information for any John Deere dealership, call toll free: 1-888-993-3373. Owner desires the PowerGard Protection Plan coverage option(s) checked:

Check One:

☒ Commercial ☐ Governmental ☐ Rental ☐ Forestry or Severe Duty²²Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty. (maximum coverage limits may apply)**2. COVERAGE TYPE & DURATION**

CHECK COMPREHENSIVE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF COMPREHENSIVE AND ANY ONE POWERTRAIN OPTION. POWERGARD PROTECTION PLAN IS CALCULATED FROM ORIGINAL DATE OF PRODUCT DELIVERY (LESS THE DURATION OF ANY PRODUCT RENTAL, DEMONSTRATION, OR OTHER USAGE, IF ANY, PRIOR TO THE FIRST RETAIL PURCHASE OR LEASE).

FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ hours selected may not exceed the maximum specified for the designated application group.

☐ Comprehensive

Expiration - First To Occur

(Months or Hours)

Months after first retail purchase³

Std. Warranty	12	24	36	48	60	72	84
☐ 12 months	N/A	12	24	36	48	60	72
☐ 24 months	N/A	N/A	12	24	36	N/A	N/A

Above are additional months, after expiration of
Corresponding Standard Warranty

You have selected total monthsand hours

Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only
24 months Full Machine Standard Warranty for Compact Construction Equipment

☒ Powertrain Plus Hydraulics or☐ Powertrain☐ Engine

Expiration - First To Occur

(Months or Hours)

Months after first retail purchase³

Std. Warranty	12	24	36	48	60	72	84
☐ 12 months	N/A	12	24	36	48	60	72
☐ 24 months	N/A	N/A	12	24	36	N/A	N/A

Above are additional months, after expiration of
Corresponding Standard Warranty

You have selected total monthsEXP. 04-29-2027 and hours

Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only
24 months Full Machine Standard Warranty for Compact Construction Equipment

Owner Name

Email Address

CUTTING EDGE

Address (Street, RR)

(City/Town)

(State/ Province)

(Zip/Postal Code)

14510 HWY 105 W

CONROE

TX

77304

**DEALER
NUMBER**

Dealer Name

Address

17-7166

DOGGETT HEAVY MACHINERY SERVICES

9111 N FREEWAY

(City/Town)
HOUSTON(State/Province)
TX

Prepared By:

JKF**Product
Description**

Model

Product Description

Hourmeter Reading

Product ID No. (Pin)

Delivery Date

2024 544G

WHL LDR CAB ZBC TRA00435

2335

1YN544GATPLA00435

IMPORTANT NOTE TO OWNER: Complete terms of John Deere's PowerGard Protection Plan are set forth in this document. Please read this Application for PowerGard Protection Plan carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH POWERGARD PROTECTION PLAN ARE LIMITED AS INDICATED IN THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's PowerGard Protection Plan is not insurance.

OWNER RESPONSIBILITIES: After the Product's Standard Warranty expires, the Owner will be responsible for the first \$200 of any eligible repair under the PowerGard Protection Plan Comprehensive Coverage option, except for covered repairs to the Product's (1) engine or powertrain, or (2) hydraulics (if Powertrain Plus Hydraulics coverage is the only coverage in effect). Scraper tractor PowerGard Protection Plan is limited to the powertrain only with a \$750 deductible for any PowerGard Protection Plan eligible repair.

ACKNOWLEDGEMENTS: Owner acknowledges and represents Owner has read and understands the terms and conditions of John Deere's PowerGard Protection Plan, including any limitations and exclusions from coverage, and understands that it is not insurance. Owner further acknowledges and understands that the coverage applied for herein is not effective unless and until the Product meets the requirements of Section A. PROTECTION PLAN - GENERAL PROVISIONS.

Owner Signature: Robert Cernosek

Date:

The Owner and Product identified above meet all requirements for the PowerGard Protection Plan coverage requested, and the coverage charge has been paid.

Dealer Signature:

Date:

TRANSFER - The unexpired portion of this PowerGard Protection Plan may be transferred with John Deere's approval (See Section K on second page for complete details.) Complete the section below to request transfer of the PowerGard Protection Plan.

Purchaser Application: ☐ Forestry or Severe Duty ☐ Commercial ☐ Governmental ☐ Rental	Dealer Number Charged	Purchaser Name		Address (street, RR)	
		(City/Town)		(State/Province)	(Zip/Postal Code)
Date Machine Sold	Transfer Hourmeter Reading	Date Inspection completed & approved	Signature of New Buyer X	Date Initial	Dealer Confirmation X Date

- A. POWERGARD PROTECTION PLAN - GENERAL PROVISIONS.** PowerGard Protection Plan is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) the coverage charge is paid, and (3) the Product meets applicable eligibility requirements (i.e., months, hours, application usage type, and modification / conversion requirements). Once PowerGard Protection Plan becomes effective, John Deere's obligations hereunder extend only to the Owner identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this Product in accordance with Section K below. Subject to the terms and conditions of the PowerGard Protection Plan, John Deere will repair or replace, at its option, Covered Components (as defined below) that were either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer ("Dealer") that are defective in material or workmanship. Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below. Under each coverage option, the PowerGard Protection Plan period begins when the Product's corresponding Standard Warranty ends and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the Product's hour meter reaches the specified hour limitation, whichever occurs first. PowerGard Protection Plan is available only through Dealers for John Deere Products and may be purchased at any time before the Product's Standard warranty, or PowerGard Protection Plan expires.
- B. DEDUCTIBLE:** A \$200 deductible (\$750 deductible for scraper tractors) applies to each covered repair event under the PowerGard Protection Plan Comprehensive Coverage option. Once the deductible has been paid for a covered repair event, subsequent work performed under the PowerGard Protection Plan under the Comprehensive Coverage option, which is 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.
- C. WHAT IS COVERED BY POWERGARD PROTECTION PLAN:** Not every Product component is covered by PowerGard Protection Plan. Covered components are listed below ("Covered Components"). If a particular component is not listed below, it is not covered by PowerGard Protection Plan.
1. **Engine Only Coverage** (excludes Cummins, MTU, and Detroit Diesel engines): If you purchased an Engine Only PowerGard Protection Plan the following items are covered: engine and all components within, including the cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.
 2. **Powertrain Coverage:** If you purchased a Powertrain Coverage PowerGard Protection Plan, coverage includes the engine items in paragraph C.1., along with the following items: Engine: engine speed controls and linkages. Transmission/Axles/Hydrostatics: axle(s) and differentials(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, rotary manifold for excavator and Tracked Feller-Buncher, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components, including propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, and transmission. Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors-rotary and starter. Electric-Drive Loaders: generator, electric motor, power electronics inverter, brake resistor, motor cable assembly, generator cable assembly, and brake resistor cable assembly.
 3. **Powertrain plus Hydraulics Coverage:** If you purchased a Powertrain plus Hydraulics Coverage PowerGard Protection Plan, the engine and power train items in paragraphs C.1 and C.2 are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve and associated parts. Hydraulics: control and load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps, motors, and related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves, and cylinders.
 4. **Comprehensive Coverage:** If you purchased a Comprehensive Coverage PowerGard Protection Plan the engine, powertrain, and powertrain plus hydraulic items in paragraphs C.1, C.2 and C.3 are covered along with the following non-powertrain items: (Please note: As stated above in paragraph B the applicable deductible will be applied to each covered repair event.) Engine: engine mounts and support, engine oil lines, engine speed controls and linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump and gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve and associated parts,

external oil lines, tiller tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors. Brakes: brake accumulator, brake pump, brake valve, pressure reducing valve, and unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, and wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals and gaskets, and temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan and fan drive, motor grader circle, scarifier and ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles and supports, steering linkage, tie rod and tie rod ends. Structures: arm, articulation joint (including pins and bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast and frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, pneumatic components (ADT only): airline hoses, lines and fittings, air components of brake systems, four way protection valve, and unloading valve. For Products equipped with Next Generation SmartGrade or its successors the following components are covered: display, controller, position sensors, GPS receivers and corrections radio.

D. ITEMS NOT COVERED. PowerGard Protection Plan does not cover, and John Deere is not responsible for:

1. Parts/Kits not ordered on Product and installed aftermarket. Genuine John Deere and other John Deere approved parts/kits will be covered by the applicable parts warranty.
2. Attachments installed aftermarket (i.e., winch not installed at factory).
3. Factory installed forestry attachments such as felling heads, saw heads, delimbers and all Waratah attachments.
4. Batteries, hoses, radios, tires, Cummins, MTU or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the Product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the Product; b) application the Product is working in is different than represented on the first page of this Application for POWERGARD Protection Plan c) failure to follow maintenance guidelines; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants, conditioners, blades, cutting edge parts, pins and bushings (except in articulation joints), hoses, lines, fittings, undercarriage, belts, dry brakes, dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a Covered Component by a non-covered component that is used or installed on the Product.
11. For PowerGard Protection Plan repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the Product been repaired at the Dealer's place of business.
12. Parts supplied by or repairs, maintenance or modifications performed by someone other than a Dealer, including any damage caused by use of such parts or repairs, maintenance or modifications not performed by a Dealer.

E. MAINTENANCE OF COVERED EQUIPMENT AND RECORDS: Owner (and subsequent purchasers) must properly maintain the Product and, at your expense, perform scheduled maintenance in accordance with the Product's Operator's Manual. Owner (and subsequent purchasers) 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.

F. FLUID ANALYSIS REQUIREMENT.

Fluid Analysis: As a condition of PowerGard Protection Plan coverage, Owner is required to complete fluid analysis, in accordance with the schedule in the Product's Operator's Manual. The fluid analysis requirement applies to all compartments with fluid capacity of more than 3 liters (0.8 gallons), including the engine, transmission, hydraulic, axles, pump drives, bogies, final drives and hydrostatic systems. Fluid analysis is not required for fuel, coolant, diesel exhaust fluid, skidder winch gearboxes, or compartments with fluid capacities of less than 3 liters (0.8 gallons). If sample frequency is not maintained at the intervals specified in the Product's Operator's Manual, and repairs that would otherwise be eligible for PowerGard Protection Plan coverage are required, Owner will be responsible for 20% of the repair cost. Owner must provide proof of sampling being conducted as specified in the Product's Operator's Manual.

Scraper Tractors, Forestry Cut-to-Length, and Gators are excluded from the fluid analysis requirement.

To qualify as a proper fluid analysis, the following must be included:

- o Additive Analysis
- o Wear Metal Analysis
- o Contaminants Analysis (including Sodium)
- o Oil Brand and Type
- o Hours on Product
- o Serial number of Products

- G. COSTS/CANCELLATIONS:** The cost of the PowerGard Protection Plan is fully earned at the time of purchase, cancellations are not allowed, and refunds will not be made for any reason. If Owner sells the Product prior to the expiration of the PowerGard Protection Plan, Owner will be deemed to waive any rights to remaining coverage and subject to Paragraph K may transfer the PowerGard Protection Plan to a subsequent purchaser
- H. TERMINATION OF POWERGARD PROTECTION PLAN COVERAGE. John Deere is relieved of its obligations under the PowerGard Protection Plan if the:** (1) Duration or engine hour coverage option indicated on the first page of this Application for PowerGard Protection Plan has expired; (2) Product is altered or modified in ways not approved by John Deere; (3) Product's hour meter has been rendered inoperative or otherwise tampered with; (4) Product is removed from the United States or Canada; (5) Product is sold, traded or donated or title to the Product is otherwise transferred by Owner other than as provided and pursuant to Paragraph K. below; or (6) Product is used in an application group that is different than the application group designated in the application for PowerGard Protection Plan for the Product.
- I. LIMITATIONS OF JOHN DEERE'S LIABILITY.**
The repair or replacement of Covered Components that are defective in material or workmanship, as provided in this Application for PowerGard Protection Plan, shall be the Owner's (and any subsequent purchaser's) exclusive remedy for any defect in the Product. However, if after repeated attempts such repair or replacement fails to correct the defect, the Owner's (and any subsequent purchaser's) sole remedy shall be a refund of the amount paid for the Product (in exchange for a return of the Product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the Product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the Product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the Product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the Product or the breach or performance of John Deere's obligation under the PowerGard Protection Plan. Corrections of defects in the manner provided herein shall constitute fulfillment of **all liabilities** of John Deere to the Owner or any other person, **whether based upon contract, tort, strict liability, or otherwise.** This limitation does not apply to claims for personal injury.
- J. OBTAINING POWERGARD PROTECTION PLAN SERVICE.** The Owner must request PowerGard Protection Plan service from a Dealer authorized to sell the Product to be serviced. When making such a request, the Owner must present his or her Application for PowerGard Protection Plan and John Deere's written confirmation of coverage (transferees under Section K below must present John Deere's written confirmation of coverage transfer), make the Product available at the Dealer's place of business, and inform the Dealer in what way the Product is believed to be defective in material or workmanship. PowerGard Protection Plan repairs can be made in the field if the Owner or subsequent purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the Product been repaired at the Dealer's place of business. John Deere reserves the right to require that any parts replaced under this PowerGard Protection Plan be returned to John Deere.
- K. TRANSFER OF UNUSED COVERAGE UPON RESALE.** Remaining PowerGard Protection Plan coverage applicable to a used Product will be transferred to a subsequent purchaser of the Product if:
1. The subsequent purchase is made before the Product's PowerGard Protection Plan expires;
 2. The Product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, and at the subsequent purchaser's expense;
 3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
 4. Either (a) the use made of the Product by the subsequent purchaser falls within the same application group designated on the Product's original Application for PowerGard Protection Plan, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining PowerGard Protection Plan coverage to the new application group.
- L. NO STATUTORY OR IMPLIED WARRANTY. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.**
- M. DEALER CANNOT VARY TERMS OF COVERAGE.**
All terms of John Deere's PowerGard Protection Plan are set forth in this document. **Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms, conditions, or limitations of a PowerGard Protection Plan.**