



Purchase Order for Equipment (Canada)  
 CONTRACT FOR SALE OF NEW FARM EQUIPMENT  
 (SASKATCHEWAN)

PO#  
 PO Revision# Original

<b>PURCHASER'S NAME</b> (First, Middle, Last / Business /Corporate Name)				ORDER DATE	COMPANY UNIT	DEALER ORDER NO.	DEALER ACCT NO.
STREET/RR				SALES TAX EXEMPT NO.			
TOWN/CITY	PROVINCE	POSTAL CODE		PURCHASER BUSINESS NO.		PURCHASER TYPE	
COUNTY/REGION	PURCHASER ACCT.	PHONE NUMBER		MARKET USE 15 Row Crop/Small Grain			
E-MAIL ADDRESS		FAX NUMBER		DEALER LICENSE NUMBER:			
REWARDS #				TRANSACTION TYPE: CASH <input type="checkbox"/> LEASE <input type="checkbox"/> DRV LEASE <input type="checkbox"/> TIME SALE <input type="checkbox"/> FINANCE <input checked="" type="checkbox"/>			
<b>PURCHASER'S NAME - Second Signer</b>				DEALER'S NAME & ADDRESS			
STREET/RR				SOUTH COUNTRY EQUIPMENT LTD.			
TOWN/CITY	PROVINCE	POSTAL CODE		#8 South Plains Road West			
COUNTY/REGION	PHONE NUMBER			Emerald Park, SK, S4L 1C6			
E-MAIL ADDRESS	FAX NUMBER			DEALER'S GST/HST NO(S)		DEALER'S QST/PST NO(S)	
REWARDS #				R897357802		DISTRIBUTOR'S NAME & ADDRESS:	
				John Deere Canada ULC			
				295 Hunter Road			
				Grimsby, ON, Canada L3M 4H5			
				COMMENTS:			

1. The purchaser(s) described above (collectively, "Purchaser") and the dealer described above ("Dealer") agree to the terms and conditions of this contract covering the purchase of the new agricultural equipment, product(s), implement(s), machinery, good(s), attachment(s), accessories and/or equipment described below (collectively, the "Equipment") described and at the price set forth hereunder or in the schedules attached, each said schedule being initiated by both parties and forming part of this contract.  
 Purchaser hereby orders the Equipment described in section 2a below from Dealer. The "Total Purchase Price" in section 2a below is subject to Purchaser receiving the Equipment prior to any changes in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order. Delivery date of said Equipment shall be made pursuant to the "Delivery Window" in section 2a below (herein referred to as the delivery date). Purchaser agrees to pay all freight and charges from the originating delivery location(s) to the delivery destination(s).

2a. Description and Price of Equipment (including extra equipment):

Qty	Type	EQUIPMENT ( Model, Size and Description )	Hours Of Use	PIN	Warranted HP	HP Type	Model Year	Total Purchase Price		Delivery Date
1	1	JOHN DEERE Precision Upgrades for C850T Tow Behind Commodity Cart Stock # 147565		1YKPA85TES0810114	N/A	Non-HP	2025	\$ 98,000	00	31-Jan-2025
1	1	1902 G5e Display						\$ 1,000	00	
<b>Total Purchase Price</b>								\$ 99,000	00	

Quote Id :

PO # :

Purchaser Name :

# Transaction Summary

CASH PRICE	\$ 99,000	00
TOTAL TRADE-IN ALLOWANCE	\$ 0	00
BALANCE	\$ 99,000	00
GST/HST	\$ 4,960	00
QST (If applicable)	\$ 0	00
JDF doc fee	\$ 200	00
EST. SERVICE AGREEMENT TAXES	\$ 0	00
AMOUNT OWING	\$ 0	00
SUB-TOTAL	\$ 104,160	00
CASH WITH ORDER	\$ 19,960	00
RENTAL APPLIED	\$ 0	00
CASH DISCOUNT	\$ 0	00
BALANCE DUE	\$ 84,200	00

By signing below, Purchaser certifies reading, understanding and agreeing to the terms and conditions of the foregoing Purchase Order(s). Purchaser acknowledges receipt of applicable warranty certificates. Purchaser hereby orders the Equipment described above from Dealer. Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The Balance Due shown above is subject to Purchaser receiving the Equipment prior to any changes in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of Equipment after the date of this Purchase Order(s).

CUSTOMER IS: **Business**

Land Description:

I hereby certify that the goods listed on this invoice will be used solely in the operation of my farm.

04/02/25

Date

Signature of Farmer

Purchaser's  
SignatureAccepted  
By*Jacob Kay*Purchaser's  
SignatureDate  
Accepted

(Authorized Signature of Dealer)

03/02/25

Salesperson

KARY,JACK

DELIVERED ON:

WARRANTY BEGINS:

Submit

 Show Details

Quote Id :

PO # :

Purchaser Name :

**EQUIPMENT****JOHN DEERE Precision Upgrades for C850T Tow Behind Commodity Cart SN #  
1YKPA85TES0810114 Stock # 147565**

Code	Description	Quantity
<b>Options</b>		
963AYK	Precision Upgrades for C850T Tow Behind Commodity Cart	1
0184	Canada	1
0409	English	1
471B	Mini Tank - Low Rate (Yellow) Meter Roller - 2 to 20 Lb. Per Acre	1
473C	Front Tank - High Rate (Green) Meter Roller - 30 to 220 Lb. Per Acre	1
475A	Middle Tank - Regular Rate (Black) Meter Roller - 20 to 130 Lb. Per Acre	1
477D	Rear Tank - Very High Rate (Blue) Meter Roller - 40 to 265 Lb. Per Acre	1
0910	Model Year 2020	1
947A	Regular Rate (Black) Meter Roller - 20 to 130 Lb. Per Acre	1
1300	4 Tank AccuRate Meter Precision Upgrade	1
1371	EZCAL Precision Upgrade	1
3211	Electric Drive with Hydraulic Power Generation Upgrade	1
3284	Currently have 4 Tank SectionCommand	1
7304	Electric Actuators for 4 Tanks	1
7350	Less Additional In-Tank Lighting Upgrade	1

**Original Factory Build Codes**

Code	Description
0184	CANADA
0409	ENGLISH OPER MAN & DECAL KIT
0910	MODEL YEAR 2020
1300	4 TANK ACCURATE METER
1371	EZCAL UPGRADE
1902	G5E DISPLAY
3211	ELECTRIC DR W/ HYD PWR GEN
3284	CURR 4 TANK SECTIONCOMMAND
471B	MINI TANK YELLOW MTR ROLLER
473C	FRONT TANK GREEN MTR ROLLER
475A	MIDDLE TANK BLACK MTR ROLLER
477D	REAR TANK BLUE METER ROLLER
7304	ELECTRIC ACTUATOR 4 TANKS
7350	LESS ADDL IN-TANK LIGHTING
947A	REGULAR RATE BLACK MTR ROLL

**Technology Options**

3. **Telematics:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at [jdlinksupport@johndeere.com](mailto:jdlinksupport@johndeere.com). Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at [www.JohnDeere.com/MachineDataPolicy](http://www.JohnDeere.com/MachineDataPolicy). Machine Data may be transferred out of the country where it is generated, including to the U.S.A. Purchaser warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Dealer, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Purchaser shall not use the Data Reporting Systems to track the location of any person unless Purchaser has first obtained any necessary approvals from such person to permit Purchaser, Dealer, John Deere and other John Deere dealers to track such location. Purchaser shall not remove, modify or disable any Data Reporting Systems without Dealer's prior written consent. Notwithstanding Purchaser's right, title or interest in the Equipment, Purchaser agrees that Dealer, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Purchaser have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time.
4. **Privacy:** Information obtained in connection with this Purchase Order is being collected, used and disclosed in accordance with the privacy policy of Dealer and John Deere. Such personal information will be used for the purpose of fulfilling the terms of this Purchase Order and may be used to provide Purchaser with additional marketing and promotional information about Dealer and John Deere and their Equipment and services. Purchaser's request to be included on a mailing list supersedes any prior request made by Purchaser to limit the use of personal information for promotional and marketing purposes. See Dealer directly for information about its privacy policy. Information about the applicable privacy policy and Purchaser's "Opt Out" rights are available at [www.deere.com](http://www.deere.com).
5. **Governing Law:** This Purchase Order is made pursuant and subject to the terms of *The Agricultural Implements Act of Saskatchewan and The Agricultural Implements Regulations, 1982* (collectively, the "Act") and shall be deemed to be made and shall be interpreted and enforced according to the laws of the Province of Saskatchewan. Any provisions in this Purchase Order will be deemed null and void to the extent that they do not comply with the applicable provisions of the Act.
6. **Usage Specifications:** Purchaser certifies that the said Equipment will be used exclusively for agricultural purposes. The location information of the farmstead of Purchaser is in the Transaction Summary Section above. Dealer certifies that the Equipment described in section 2a above shall perform well the work or functions for which it was intended and which principally includes agricultural use.
7. **Trial Period:** The trial period under this contract must be the earlier of (i) the first 10 days of use by Purchaser during the season of use; and (ii) the first 50 hours of use by Purchaser during the season of use.
8. **Warranties and Maintenance**

**Statutory Warranty:** The statutory warranties provided for in the Act are attached and incorporated into this Purchase Order. Dealer warrants that the machinery or equipment (or its engine or motor) being sold is capable of developing the horsepower as indicated above.

**John Deere Warranty:** The John Deere warranty for new John Deere Equipment is attached and is hereby incorporated into this Purchase Order as Schedule A. There is no warranty on used Equipment. The John Deere warranty will not apply to the extent that it gives a lesser benefit than any of the statutory warranties.

**Power Warranty:** The Dealer and the distributor warrant that the Equipment is capable of developing power at the respective levels indicated in table 2(a) above, if properly maintained and operated under suitable conditions.

**Warranty and Repair Procedure:** Purchaser agrees with the equipment description(s) set out above and agrees with the terms of this Purchase Order, including the warranty and emergency repair parts procedure set out in the Act, the details of which are summarized in the attached Schedule B.

**Limitation of Liability:** PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE OF NEW JOHN DEERE EQUIPMENT ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS PURCHASE ORDER. TO THE EXTENT PERMITTED BY LAW, FUNDAMENTAL TERMS, REPRESENTATIONS, PROMISES, CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED OR STATUTORY CONDITIONS OR WARRANTIES, OF MERCHANTABILITY AND FITNESS, QUALITY, PERFORMANCE, FREEDOM FROM DEFECT, ARE EXCLUDED

9. **Force Majeure:** "Force Majeure" shall refer to any event beyond the reasonable control of either party and that still cannot be avoided even if the party affected has exercised reasonable care, including but not limited to government actions, acts of God, fire, explosions, storms, flood, earthquakes, tides, lightning or war. A lack of credit, funds or financing shall not be deemed a circumstance beyond the reasonable control of either party. The party affected by a "force majeure event" shall notify the other party of such relief from liability as soon as possible. In the event that the performance of this Agreement is delayed or impeded by the aforementioned Force Majeure, the party affected by such Force Majeure shall not be liable in any way under this Agreement to the extent of such delay or impedance. The party affected shall take appropriate measures to mitigate or eliminate the impact of such Force Majeure and shall attempt to resume the performance of obligations delayed or impeded by such Force Majeure. As soon as the Force Majeure event is eliminated, the parties agree to use their best efforts to resume the performance of this Agreement.
10. Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Products from the manufacturer or supplier or other cause beyond Dealer's control. Dealer's failure to provide or to timely deliver the Equipment due to any of the aforementioned circumstances shall not automatically constitute a Force Majeure event.
11. **Entire Agreement:** This Purchase Order, and all relevant exhibits, schedules and/or attachments appended hereto, form the entire agreement between the parties with respect to the subject matter herein. This Purchase Order may only be amended by mutual written agreement between the parties.
12. By signing this Purchase Order, both the First Signer representing the Purchaser and the Second Signer representing the Purchaser (if any) agree to be jointly and severally liable to fulfill the obligations provided for in this Purchase Order.

**Schedule A**

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND  
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

**B. WHAT IS WARRANTED** – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** 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). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year (except 9R Series Tractors factory equipped with required option codes and tire specifications for Heavy Duty Land Leveling, as specified in the Operators Manual). Contact Selling Dealer for additional information.	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	a) 60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Round Balers 469, 569, 460R, 560R	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	a) 24 Months or 20,000 bales, Whichever Comes First
Hague Manufacturing Company LLC Sprayers and Detassellers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z335E, Z345M, Z345R, Z355E, Z355R, Z365R, Z375R Series ZTrak™ Mowers, Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) 200 Series Tractors, Z315E, Z325E, Z320M, Z320R, Z330M, Z330R, and Z370R Series ZTrak™ Mowers**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors, Z515E, and Z500M Series ZTrak™ Mowers**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors, Z700E, and Z500R Series ZTrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, and M Series Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, Z900M Series ZTrak™ Mowers, and R Series Commercial Walk Behind Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997R, Z900A Series, and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	a) 72 Months or 2000 Hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120E, 120R, 220R, 300E, 300R, 320R, 400E, 440R	b) 24 Months
13) GATOR™ Utility Vehicles	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

\*\*Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

**C. (I) ITEMS COVERED SEPARATELY** – (1) Tires - contact manufacturer for warranty terms and conditions, (2) Rubber track belts, elastomeric coated wheels (drive wheels, idlers, mid-rollers) and batteries - contact Selling Dealer for warranty terms and conditions (note: terms of warranties on these parts may be less than Equipment warranty), (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) **WHAT IS NOT WARRANTED** – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations, misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

**D. SECURING WARRANTY SERVICE** – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

**E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

**F. NO DEALER WARRANTY** THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

**G.** If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

## SCHEDULE B

### The Agricultural Implements Act, RSS 1978, c A-10,

Current version: in force since May 14, 2015

#### Warranties re sale of new implement

- 36(1) Every contract for the sale of a new implement is deemed to include the express joint and several warranties on the part of the dealer and the distributor that are mentioned in this section.
- (2) The warranties mentioned in this section are to apply for the longer of:
- (a) one year from the date of first use of the new implement, and
  - (b) any longer period that is provided by this Act or is set out in the sales contract.
- (3) Every contract for the sale of a new implement is deemed to include a warranty that the new implement is well-made and of good materials.
- (4) Every contract for the sale of a new implement is deemed to include a warranty that, if the new implement is properly used and operated, it will perform well the work for which it is intended.
- (5) Every contract for the sale of a new implement is deemed to include a warranty that the purchaser may do the things mentioned in subsection (6) if:
- (a) the new implement does not perform well the work for which it is intended within a period that is the earlier of:
    - (i) the first 10 days of use by the purchaser during the season of use; and
    - (ii) the first 50 hours of use by the purchaser during the season of use;
  - (b) within the period mentioned in clause (a), the purchaser gives written notice to the dealer at the address given for the dealer in the sales contract, or to the distributor, that the implement does not work well; and
  - (c) within a period of seven days following receipt of the written notice mentioned in clause (b), the dealer or the distributor does not make the implement perform well the work for which it is intended.
- (6) In the circumstances mentioned in subsection (5):
- (a) the purchaser may, by giving written notice to the dealer or the distributor within the three days immediately following the seven-day period mentioned in clause (5)(c), reject the implement; and
  - (b) if the purchaser rejects the implement in accordance with clause (a):
    - (i) the sales contract is ended;
    - (ii) the purchaser is entitled to a return of any moneys paid or notes given by the purchaser for the purchase of the implement and of the freight charges paid by the purchaser;
- and
- (iii) if any goods have been taken in trade by the dealer, the dealer shall:
    - (A) return those goods to the purchaser; or
    - (B) if the goods cannot be returned in the same condition or have been sold to a third party, pay to the purchaser the amount of the fair market value of those goods.
- (7) Notwithstanding subsections (5) and (6), the purchaser is deemed to forfeit the purchaser's right to reject an implement if the purchaser fails to give either of the written notices within the time limit mentioned in those subsections, unless the dealer or distributor either before or after the expiration of the time limit does any act or engages in any conduct that leads the purchaser to believe that the written notices are not required to be given or had been given.
- (8) If the dealer is required pursuant to subsection (6) to return any goods given in trade by the purchaser but has, before the termination of the sale contract, incurred costs or performed work in repairing or reconditioning those goods, the dealer may refuse to return those goods until:
- (a) the purchaser has paid for the reasonable costs of the repairs or reconditioning, including labour costs that must be determined using:
    - (i) the usual rate charged by that dealer at the time; and
    - (ii) a reasonable time charged for doing the work; or
  - (b) arrangements satisfactory to the dealer have been made for the payment of those costs.
- (9) Every contract for the sale of a new implement is deemed to include a provision that if, within the seven-day period mentioned in clause (5)(c), the dealer or distributor makes the new implement perform well the work for which it is intended and if the purchaser's failure to make the implement perform well was due to the purchaser's own improper management or want of skill in operating the implement, the purchaser shall pay the expenses incurred by the dealer or distributor in making the implement work well.
- (10) Every contract for the sale of a new implement is deemed to include a warranty that:
- (a) the new implement will be durable if used under fit and suitable conditions and kept with proper care;
  - (b) parts proving defective will be replaced free of charge on return of the defective parts to the dealer's place of business or to the distributor;
  - (c) if the purchaser returns the new implement to the dealer's place of business, the dealer will install the new parts without charge; and
  - (d) all parts replaced within the warranty period are durable for the duration of the original warranty period prescribed in subsection (2) or for 90 days from the date of installation, whichever is longer.
- (11) Every contract for the sale of a new implement is deemed to include a warranty that, for a period of 10 years from the date of sale indicated on the sales contract:
- (a) all necessary parts for the implement will be kept by the distributor in Saskatchewan; and
  - (b) the purchaser will be able to obtain all necessary parts within a reasonable time at the distributor's place of business.

#### Certain warranties enforceable by purchaser under lease

- 36.1 Without limiting the generality of section 31 or 37.1, a purchaser who leases a new implement pursuant to a financial lease is entitled to enforce the warranty mentioned in section 36 against the dealer and distributor who provided the new implement and, for that purpose:
- (a) the purchaser is deemed to have leased the new implement directly from the dealer and distributor; and
  - (b) section 36 applies, with any necessary modification, to the purchaser and the dealer and distributor.

#### Provisions respecting emergency repair service and parts

- 33(1) Where, within ten years of the date of its sale, as a new implement an implement breaks down during the season of use and cannot be operated to perform, with reasonable efficiency, the intended functions set out in the contract of purchase, the dealer and the distributor shall provide to the purchaser emergency parts service for the implement.
- (2) Where parts are required for emergency repairs, the purchaser shall, when ordering the parts, notify the dealer that the parts are required for emergency repairs and the dealer shall identify the order as an emergency order and indicate thereon the date and time the order was placed and provide the purchaser with a copy of the order.
- (3) Where the purchaser has, under subsection (2), notified the dealer that parts are required for emergency repairs, the dealer shall notify the distributor to that effect.
- (4) Where a purchaser orders parts for emergency repairs, the dealer and the distributor shall ensure that those parts are available at the dealer's place of business within seventy-two hours from the time the order was made, not including Sundays and holidays, unless delivery of the parts cannot be made within that time because of strikes or other conditions beyond the control of the dealer and the distributor.
- (5) Repealed, 2003, c.5, s.19.
- (6) Any extra costs in excess of the current list price charged to a purchaser for obtaining repair parts shall be shown separately on the invoice or bill to the purchaser and no such extra cost shall be included as part of the price of the parts.
- (7) Where a dealer or distributor from whom a purchaser orders parts fails to obtain those parts within the time specified in subsection (4), the dealer and distributor are jointly and severally liable, except where delivery of the parts cannot be made because of conditions beyond the control of the dealer and the distributor, to pay to the purchaser an amount equal to one-half of the normal rental rate applicable for the implement from the date of the expiry of the time limit for delivery to the date on which those parts are made available to the purchaser at the dealer's place of business.
- (8) The payment under subsection (7) shall be made only for the time during which the implement would normally have been used.
- (9) In lieu of making payments as set out in subsections (7) and (8), the dealer and distributor may:
- (a) supply the purchaser with another implement that is suitable and capable of functioning properly; and
  - (b) if the dealer and distributor supply the purchaser with another implement pursuant to clause (a), charge the purchaser rental for that implement, to a maximum of one-half of the normal rental rate for that implement.
- (9.1) The dealer and distributor are jointly responsible for supplying the replacement equipment and are to bear equally the cost imposed on them pursuant to subsection (9) of supplying the replacement equipment.
- (9.2) Replacement equipment may be supplied:
- (a) by the dealer or distributor; or
  - (b) if the dealer or distributor chooses not to supply the replacement equipment, by another supplier at the expense of the dealer and distributor.
- (9.3) In subsections (9.1) and (9.2), "replacement equipment" means an implement supplied pursuant to subsection (9).
- (10) The normal rental rates mentioned in this section shall be those established by the board.