

# Exhibit B - DF2369ME Marine Engine Warranty

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### John Deere New Marine Engine Warranty

#### Warranty Duration

Unless otherwise provided in writing by John Deere, John Deere\* makes the following warranty to the first retail purchaser and each subsequent purchaser (if purchase is made prior to expiration of applicable warranty) of each new John Deere marine engine:

- 12 months, unlimited hours of use, or
- 24 months and prior to the accumulation of 2000 hours of use.

*NOTE: In the absence of a functional hour meter, hours of use will be determined on the basis of 12 hours of use per calendar day.*

#### Warranty Coverage

This warranty applies to the engine and to integral components and accessories sold by John Deere, and delivered to the first retail purchaser on or after 1 February, 2009.

All John Deere-warranted parts and components of John Deere engines which, as delivered to the purchaser, are defective in materials and/or workmanship will be repaired or replaced, as John Deere elects, without charge for parts or engine repair labor, including reasonable costs of labor to remove and reinstall engine-related non-engine parts or components of the vessel in which the engine is installed, and, when required, reasonable costs of labor for engine removal and reinstallation, if such defect appears within the warranty period as measured from the date of delivery to the first retail purchaser.

#### Purchaser's Responsibilities

The cost of normal depreciation.

Consequences of negligence, misuse, or accident involving the engine, or improper application, installation, or storage of the engine.

Consequences of service performed by someone other than a party authorized to perform warranty service, if such service, in John Deere's judgment, has adversely affected the performance or reliability of the engine.

Consequences of any modification or alteration of the engine outside of the John Deere-approved specifications, including, but not limited to, tampering with fuel and air delivery systems.

The effects of cooling system neglect as manifested in cylinder liner or block cavitation, or water pump cavitation ("pitting", "erosion", "electrolysis").

Any premium for overtime labor requested by the purchaser.

Costs of transporting the engine or the vessel in which it is installed to and from the location at which the warranty service is performed, if such costs are in excess of the maximum amount payable to the service outlet were the warranty service performed at the engine's location.

Costs incurred in gaining access to the engine; i.e., overcoming physical barriers such as decks or similar structures impeding access to the engine, rental of cranes or similar in excess of US\$250.00 (or equivalent) per repair occurrence, or construction of ramps or lifts or protective structures for engine removal and reinstallation.

Incidental travel costs including, meals, lodging, and similar.

Service outlet costs incurred in solving or attempting to solve non-warrantable problems.

Services performed by a party other than an authorized John Deere marine engine service dealer.

Charges by dealers for initial engine start-up and inspection deemed unnecessary by John Deere when the Operator's Manual maintenance instructions (Supplied with the engine) are followed.

Costs of interpreting or translating services.

The use of correct coolants and lubricants changed at specified intervals, and fuels free of contaminants.

The costs of normal maintenance and any consequential damages to the engine or vessel resulting from failure to perform prescribed maintenance.

#### Obtaining Warranty Service

Warranty service is to be performed by a local authorized John Deere marine engine service outlet before the expiration of the warranty. Authorized service outlets will use only new or remanufactured parts or components furnished or approved by John Deere.

Authorized service locations can be found on Dealer Locator at [www.JohnDeere.com](http://www.JohnDeere.com) worldwide, or by calling 1-800-JDENGINE (800-533-6446) in the United States and Canada. At the time of requesting warranty service, the purchaser must be prepared to present evidence of the date of delivery of the engine in a new vessel, or the date of installation of the engine if repower.

John Deere reimburses authorized service outlets for limited travel expenses incurred in making warranty service repairs in non-John Deere applications when travel is actually performed. Contact your local authorized service dealer for current travel reimbursement limits. If distances and travel times are greater than reimbursed by John Deere, the service outlet will charge the purchaser for the difference.

### **No Representation or Implied Warranty**

Where permitted by law, neither John Deere nor any company affiliated with it makes any guaranties, warranties, conditions, representations or promises, express or implied, oral or written, as to the nonoccurrence of any defect or the quality or performance of its engines other than those set forth herein, and DOES NOT MAKE ANY IMPLIED WARRANTY OR CONDITIONS OF MERCHANTABILITY OR FITNESS otherwise provided for in the Uniform Commercial Code or required by any Sale of Goods Act or any other statute. This exclusion includes fundamental terms. In no event will a John Deere engine distributor or engine service dealer, John Deere equipment dealer, or John Deere or any company affiliated with John Deere be liable for incidental or consequential damages or injuries including, but not limited to, loss of profits, loss of harvests, rental of substitute equipment or other commercial loss, damage to the vessel or equipment in which the engine is installed or for damage suffered by purchaser as a result of fundamental breaches of contract or breach of fundamental terms, unless such damages or injuries are caused by the gross negligence or intentional acts of the foregoing parties.

### **Remedy Limitation**

The remedies set forth in this warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of guaranty, condition, or warranty in respect of new John Deere engines. 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 depreciated cost of the product..

### **No Seller's Warranty**

No person or entity, other than John Deere, who sells the engine or product in which the engine has been installed makes any guaranty or warranty of its own on any engine warranted by John Deere unless it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the engine, in which case John Deere shall have no obligation to the purchaser. Neither original equipment manufacturers, boat builders, engine installers, engine or equipment distributors, engine or equipment dealers, nor any other person or entity, has any authority to make any representation or promise on behalf of John Deere or to modify the terms or limitations of this warranty in any way.

\* "John Deere" means John Deere Power Systems with respect to users in the United States, John Deere Limited with respect to users in Canada, and Deere & Company or its subsidiary responsible for marketing John Deere equipment in other countries where purchasers are located.

**NOTE: This is a LIMITED WARRANTY.** This warranty gives the purchaser specific legal rights. The purchaser may have other rights which vary from state to state.  
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