

WARRANTY ON NEW MACHINES.

The Seller warrants each new John Deere machine herein ordered to be well made and of good material and, in full satisfaction of said warranty, agrees to furnish and the Purchaser agrees to accept free of charge except for freight or express charges from factory, a new part to replace any part which proves defective with proper use during the first season's use, provided the defective part is returned to the Seller and a new part requested within that time; and provided, further, that the Seller shall in no case be liable hereunder for more than the cost of such a new part or parts.

The Seller further warrants and guarantees that each new machine will do good work if properly set up, adjusted, used and operated by a competent person, under reasonable conditions. If the article sold be a Model "D" John Deere Tractor, it is warranted to pull three 14" bottoms under normal conditions, and four bottoms under favorable conditions; that it will operate a 28" separator with all attachments, and other draw-bar and belt machinery in proportion. If the article sold be a Model "GP" John Deere Tractor, or a Model "A" John Deere Tractor, it is warranted to pull two 14" stubble bottoms under normal conditions, and it will operate a 22" separator with all attachments, and other draw-bar and belt machinery in proportion. If the article sold be a Model "B" John Deere Tractor, it is warranted to pull one 16" stubble bottom, or two 10" bottoms under normal conditions, and it will operate other draw-bar and belt machinery in proportion. The purchaser agrees to give each machine a fair trial as soon as possible after receiving same and within one day after its first use, and if it then fails to work well with proper handling, to give the Seller written notice within three days after said trial, stating the nature of the trouble and allow a reasonable time for the Seller to send a competent man to examine it, and the Seller shall then be allowed a reasonable time to send instructions or otherwise remedy the trouble (the Purchaser agreeing to render necessary and friendly assistance) and may at its option substitute new parts or a new machine. If the Seller fails to send a man, or if the machine as then adjusted, repaired or replaced, still fails to fulfill the warranty, the Purchaser shall decide within two days thereafter whether to keep it or return it, and if he desires to return it, he shall give the Seller immediate written notice, tender back the machine at the place where delivered to him, in as good condition as when received, natural wear excepted, and request the refund of the purchase price, repayment of which shall constitute a settlement in full. The Seller assumes no liability hereunder, either to put the machine in good working order or to take it back, unless such trial is made and such notices are given within the time specified. Failure to give such notices or use of the machine for more than one day or continued retention of possession shall be considered an unconditional acceptance and a fulfillment or waiver of all warranties and no assistance rendered by the Seller in operating any machine or in remedying any actual or alleged defects, either before or after said trial period, shall waive or excuse failure by the Purchaser to comply with said conditions.

The Seller shall in no case be responsible for any trouble caused by careless or improper handling by the Purchaser, and all expenses incurred by the Seller in remedying such trouble shall be paid by the Purchaser. The Seller shall not be liable for repairs not of John Deere manufacture.

As the character or quantity of work done may vary under different conditions, no warranty is given on any machine for particular purposes or persons, and it is understood that the above warranty of good work refers to use for general farm purposes or other purposes for which the machine may be designed under ordinary and average conditions.

It is agreed that this order shall be divisible as to each new machine and attachment for which a separate price is named and the failure of any article to fill the warranty shall not affect the liability of the Purchaser for any other article offered.

No agent of the Seller has any authority to alter or add to the above printed warranty and agreement either before or after the signing of this order or to waive compliance therewith at any time, and the Purchaser understands and agrees that there are no oral or implied warranties, and that said machine or machines are sold subject to the above printed warranties and no other, and that the Seller is to be wholly discharged of liability thereunder in case the Purchaser fails to settle and pay for the property herein ordered promptly and in accordance with the terms of this order, and that in no event is the Seller to be liable for breach of warranty in an amount exceeding the purchase price of the article claimed to be defective.

EXCEPTIONS TO WARRANTY

Molds, shares, shovels, land sides, poles, knives, sickles, canvases, canvas slats, belting, reel slats, reel arms, dry cells, ignition parts, electrical equipment, wagon seat springs are not warranted. Wagon box sides and ends are not warranted against splitting.

In the event the order given on the reverse side hereof specifies used John Deere machines, the warranty on new machinery, as printed above, does not apply. Such used machinery is purchased and accepted by the Purchaser in the present condition thereof, and there is no warranty, express or implied, except that of title in the vendor.