

**WARRANTY AND LIMITATION OF LIABILITY AGREEMENT
CASE CONSTRUCTION EQUIPMENT****The Case Warranty**

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ¹	12 Months / Unlimited Hours
LOADER BACKHOES – N SERIES ^{1, 2}	12 Months / Unlimited Hours
TRACTOR LOADERS / FORKLIFTS ^{1, 2}	12 Months / Unlimited Hours
COMPACT EXCAVATORS ¹	12 Months / 1000 Hours
COMPACT WHEEL LOADERS ¹	12 Months / Unlimited Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM ¹	12 Months / Unlimited Hours
TELESCOPIC HANDLERS ^{1, 2}	12 Months / Unlimited Hours
WHEEL LOADERS ^{1, 4}	12 Months / Unlimited Hours
MOTOR GRADERS ^{1, 4}	12 Months / Unlimited Hours
EXCAVATORS ^{1, 3, 4}	12 Months / 1800 Hours
CRAWLER DOZERS ^{1, 4}	12 Months / Unlimited Hours
SEVERE APPLICATIONS (for all of the above)	6 Months / 1000 Hours

1) Engine coverage is for 24 months / 2000 hours, except Yanmar engines which are for 12 months / 1000 hours. Engine coverage is provided directly by the engine manufacturer.

2) Torque converter, transmission, drive shafts, & drive axles are covered for 24 months / 2000 hours.

3) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments

4) Units equipped with factory standard telematics are authorized for Case ProCare extended coverage for an additional 24 months / 3000 total machine hours, whichever comes first

Definition of Severe Application: Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills. Misrepresenting the application in which the product will be used on the Warranty Registration, will void Warranty.

Operator's Manual / Warranty Receipt Verification

The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product. YES ☐ / NO ☐

The selling dealer explained safety precautions to me. YES ☐ / NO ☐

The selling dealer explained the warranty terms and coverage to me. YES ☐ / NO ☐

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES ☐ / NO ☐

I wish to be part of future Case communications, offers or events. YES ☐ / NO ☐

Model:	Serial Number:
Retail DATE / HOURS:	Operator Manual Number:
Purchaser Name (please print):	Dealer Name:
Address:	Address:
City / State:	City / State:
Zip code:	Zip code:
Phone Number:	Phone Number:

The answers checked above are correct. I acknowledge that I have read and I accept this warranty policy statement.

Purchaser Signature _____ Date _____

Dealer Signature _____ Date _____

USA mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, PO Box 3700, Lancaster, PA 17604-3700 USA
Overnight courier mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 100 Brubaker Ave., New Holland, PA 17557
Canada mail original to CNH Industrial Capital America LLC, Attn: WLL Agreement, 4475 North Service Rd, Suite 301, Burlington, ON L7L4X7 Canada

Case is a registered trademark in the United States and many other countries, owned by or licensed to CNH Industrial N.V., its subsidiaries or affiliates

Original – CNH

Copy 2 – Purchaser

Copy 3 – Dealer

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the warranty.

EXCLUSIVE REMEDY

THE REMEDY OF REPAIRING A DEFECT IN MATERIALS OR WORKMANSHIP AT A CASE DEALERSHIP UNDER THE TERMS OF THIS WARRANTY IS THE PURCHASER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

THIS DOCUMENT CONTAINS THE ENTIRE CASE WARRANTY. CASE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.* CASE WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.*

Owner's Responsibility

The Case warranty remains in effect during the Warranty Period if the owner performs the required maintenance at the recommended intervals outlined in the product operator's manual and the unit is operated within its rated capacity. Genuine Case service parts or Case approved service parts that meet Case specifications must be used for maintenance and repair.

What's Not Covered

- Cost associated with performing pre-delivery or scheduled inspection service.
- Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.
- Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.
- Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.
- Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to: light bulbs, spark plugs, ignition points, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.
- Items replaced due to customer demand.
- Labor charges performed by anyone except a dealer authorized by contract to repair the equipment, unless they qualify under special provisions (i.e.; outside labor).
- Any and all travel costs for items such as towing, service calls, or transporting a unit to and from the place where the warranty service is performed, unless specifically covered by a product improvement program or units classified as heavy and/or compaction products
- Claims involving loss or damage during shipment or handling, including units subsequently sold as a "salvage" unit.
- "Salvage" or other units sold on an "as is" basis, unless otherwise specified in writing at the time of sale.
- Normal maintenance costs, including but not limited to: lubricants, coolants, fluids, fuel, filters, and associated labor. Lubricants, filters, and coolants may qualify for warranty reimbursement if they require replacement as a DIRECT RESULT of a defect in material or workmanship.
- Claims involving the inspection or reconditioning of units after storage or prior use.
- Components or items that are separately warranted directly by the manufacturer including but are not limited to: tires, tracks, engines, transmissions, batteries, fuel injection pumps, fuel injectors, etc.
- Shop comebacks: any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or service work. This also includes repairs arising from service performed by agents not approved by Case.
- Repairs arising from any unauthorized modification to the product or the use of non-Case parts, implements or attachments.
- Removal, replacement, or installation of non-Case optional equipment, attachments or components.
- Premiums charged for overtime labor costs or out of shop expenses.
- Economic loss including lost profits, crop loss, equipment rental, or other expense.
- Unauthorized modification or updating machines without a warrantable failure based on Service Bulletin information or production changes.
- Any and all costs of special tools
- Any and all costs of dealer shop supplies incurred with repairs, including but not limited to: solvents, cleaners, anti-seize lubricants, loctite, sealant, adhesive, oil-dry, shop towels, etc. Sealant or adhesive may qualify for warranty reimbursement in certain applications requiring a large volume of sealant/ adhesive.
- Failure of the machine, its implements or attachments caused by improper field application or loading.
- Any and all costs for coolant, fuel, or lube (oil) analysis including supplies and lab recommendations.
- Cost of initial setup or installation of any optional equipment or attachments to a unit
- Cost associated with cleaning of machine in preparation for servicing

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