



# Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

January Term

<http://ChristianCountyMO.iqm2.com>

~ Minutes ~

Monday, February 2, 2015

8:50 AM

The Christian County Courthouse

## I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	
Bill Barnett	Western Commissioner	Present	
Vacant Position	Eastern Commissioner	Absent	
Cheryl Mitchell	Assistant	Present	
Julia Maples	Administrative Assistant	Present	
Norma Ryan	Chief Deputy County Clerk	Present	

## II. Agenda

### **Motion/Vote - 8:50 AM Christian County Commission**

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Julia Maples, Jim Billedo, Mel Eakins, Travis Tucker.

The Commission met to approve the agenda for Monday, February 1, 2015.

Commissioner Weter entertained a motion to approve the agenda.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett

### **Motion/Vote - 8:55 AM Kay Brown-County Clerk**

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Julia Maples, Jim Billedo, Mel Eakins, Travis Tucker, and Robert Meredith.

The commission met to approve any minutes or financials.

Commissioner Weter entertained a motion to approve the minutes for Thursday, January 29th, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett

**Motion/Vote - 9:00 AM Christian County Commission**

Discussion - Riverdowns West

The meeting was attended by Commission Secretary Julia Maples, Jim Billedo, Mel Eakins, Travis Tucker, and Robert Meredith. Lynn Kempen arrived late.

The Commission met with Mel Eakins, and Travis Tucker of Great River Associates to discuss Riverdowns West.

The Commission has received two letters regarding the completion percentage. One from the homeowners assuring the treatment plant is functioning and they are pleased. They addressed that status of the withhold for Meredith construction. They consider the project complete except housekeeping issues on their end. The second letter is an engineer letter of acceptance for completion.

Commissioner Weter entertained a motion to enter the two letters into the minutes.

The Commission had withheld money pending the homeowners signing off that the plant was operating correctly.

The Commission has a bill from Meredith Construction for \$50,000. Commissioner Weter has the question regarding the maintenance contract from June 12, 2014. The commission wants to make sure there are provisions to maintain the plant.

Commissioner Weter asked if this was ongoing. Julia said the contract is ongoing for 20 years and after that point the county will no longer be responsible. Riverdowns does have a maintenance agreement they have entered into. Commissioner Weter entertained a motion to pay the \$50,000 hold back.

Mel Eakins addressed the Commission with a couple of housekeeping issues. The operating permit is still in the homeowners name and it needs to be put in the Counties name. Commissioner Weter asked him to investigate that and work with Julia Maples. The second thing is the second part is to fix up the collection part of the system. They have partially complete construction plans to complete the work. Commissioner Weter said he is not sure our attorney is up on that. The collection system has known deficiencies. At the request of the homeowners and the operators they ask to be put on hold. We are at that point now to finish this job. Commissioner Weter ask if the money borrowed is inclusive of this job. Mel said no, they will have to borrow more money to finish this job. Commissioner Weter said his preference is to go ahead and complete the project. Julia said we may need Carson to get involved. Mel will talk with Carson and they will get back to the Commission.

Commissioner Weter entertained a motion that Great River consult with Carson Elliff regarding the other phase of the collection system and what will be required to complete this.

Commissioner Weter said there were some other things needed to operate efficiently. They needed a relay switch and a lab to do the testing. It is his understanding there was enough money to complete this. Robert said they got their building Wednesday.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett

**Motion/Vote - 10:00 AM C-I Road Department-Richard Teague & Miranda Beadles-Engineer**

Discussion - State Bid-Boom Mower

The meeting was attended by Commission Secretary Cheryl Mitchell, and Jim Billedo.

The Commission met with Highway Engineer Miranda Beadles, and C1 Supervisor Richard Teague regarding the State bid for a Boom Mower.

Miranda stated that C1 wanted to purchase a Diamond Boom mower from Murphy Tractor. They will remove the old one and set it off for parts. They will attach the new one for \$36,517.00. It has a pilot control option for the additional amount of \$6,222.00. This is the same one that C2 purchased with the addition of the pilot control. Miranda will have the state bid to attach to the quote. Ray asked how old is the one being retired. Richard said it is 10 years and has been repaired numerous times and isn't safe at this point. They have a total of three.

Commissioner Weter entertained a motion to purchase the boom mower from Murphy Tractor for \$36,517.00 The state bid number is #3-121024RJ Mowers.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Ray Weter, Presiding Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett

**III. Adjournment**

The meeting was closed at 10:05 AM

The Commission is adjourned until Tuesday, February 3, 2015

  
Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett

**ENGINEER'S CERTIFICATION**

**FOR**  
**PROJECT ACCEPTANCE**

Section I (Engineer):

I, Jared Wheaton, PE, Engineer for River Downs West Home Owners Association  
have been notified by:

Meredith Excavation, LLC, 1855 E. 523<sup>rd</sup> Road, Bolivar, MO, 65613

that he has completed:

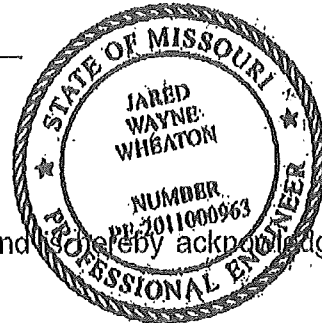
The River Downs West Wastewater Treatment Plant Upgrade, Construction Plans  
Dated 2/7/14, Revised 4/1/14.

in accordance with the Contract Documents and that it is functioning properly.

I hereby certify that, upon receipt of the above notification by the Contractor, final  
inspection of the Work was conducted by SSE, and, to the best of my knowledge, the  
Work has been completed in accordance with the drawings and specifications and is  
functioning properly.

I recommend, under the provisions of the Contract Documents, that the Work be  
accepted.

1/20/15 \_\_\_\_\_  
(Date) (Engineer Signature)



Section II (Owner):

The Work described above is accepted by the Engineer and is hereby acknowledged  
and Final Payment authorized.

Richard Eddy \_\_\_\_\_  
(Date) (Owner Signature)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
(Date) (Owner Name and Title)

Cheryl Mitchell  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Christian County  
My Commission Expires July 26, 2018  
Commission # 14998901

State of Missouri  
County of Christian  
On this 29 day of January 2015  
before me personally appeared  
(SEAL) Richard Eddy  
to me known to be the person who executed the  
foregoing instrument, and acknowledged that he  
executed the same as his free act and deed.  
SEAL (signed) Cheryl Mitchell  
Notary Public

Attachment: Riverdowns completion Cert. (2068 : Riverdowns West)

1/28/2015

To: Christian County Commission

The River Downs West Homeowners Association assures the Christian County Commission that the waste water treatment plant is functioning as designed. We are very pleased to have an operational plant.

Furthermore, the contractor, Meredith Construction, has fulfilled all of the obligations on the construction.

We consider the project to be complete with the exception of a few items to be finished on our end.



Richard Eddy

River Downs West H.O.A., President

Attachment: Riverdowns completion Cert. (2068 : Riverdowns West)



JOHN DEERE

**Customer Purchase Order for John Deere Construction and Forestry Products - USA**

**PURCHASER NAME AND ADDRESS (First Signer)**  
 NAME (First, Middle, Last)  
 Christian County East  
 STREET or RR  
 100 w Church Room 206  
 CITY STATE ZIP CODE COUNTY  
 Ozark MO 65721 Christian  
 PHONE NUMBER EMAIL ADDRESS

**PURCHASER NAME AND ADDRESS (Second Signer)**  
 NAME (First, Middle, Last)  
 STREET or RR  
 CITY STATE ZIP CODE COUNTY  
 PHONE NUMBER EMAIL ADDRESS

**DEALER NAME AND ADDRESS**  
 DEALER NAME Dealer Account N  
 Murphy Tractor & Equipment 7939  
 STREET or RR  
 1401 S State HWY MM  
 CITY STATE ZIP CODE Date of Order:  
 Springfield Mo 65802 1-28-15  
 Dealer Order No.: TYPE OF SALE:  
 CASH  LEASE  TIME SALE  
 PURCHASER TYPE: MARKET USE CODE:  
 Governmental 92 Highway Mowing  
**Add purchaser to Mailing List (Check One or More)**  
 Construction  Utility  Forestry  Government  
 PURCHASER IS: Purchaser Acct.:  
 Business  Individual  
 SOCIAL SECURITY  IRS TAX ID NO  EIN  
 NO.:

EXTENDED WARRANTY IS:  Accepted  Rejected \_\_\_\_\_ (Initials) LOCATION OF FIRST WORKING USE: STATE COUNTY COI  
 County Christian City Ozark Mo MO043

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Pri
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Diamond Boom Mower			\$30,295.0
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mounted by Murphy Tractor on County			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tractor			
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pilot Control			\$6,222.0
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	In Coop with MODOT state Bid #			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3-121024RJ Mowers			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<b>(1) TOTAL CASH PRICE</b>								<b>\$36,517.0</b>

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT	
<p><b>ACKNOWLEDGMENTS:</b> Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.</p>				<b>(2) TOTAL TRADE-IN ALLOWANCE</b>	
				<b>(3) BALANCE (1-2)</b>	<b>\$36,517.0</b>
				<b>(4) SALES TAX</b> RATE _____ %	<b>\$0.0</b>
				<b>(5) ADDITIONAL FEES</b>	
				<b>(6) SUBTOTAL (3 &amp; 4 &amp; 5)</b>	<b>\$36,517.0</b>
				<b>(7) RENTAL APPLIED</b>	
<b>(8) CASH WITH ORDER</b>					
<b>(9) BALANCE DUE (6-(7 &amp; 8))</b>	<b>\$36,517.0</b>				

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

**USED JOHN DEERE PRODUCTS ONLY:** John Deere will transfer remaining Standard Warranty and/or Structural Warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The 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 cash price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change 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.

**Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version \_\_\_\_\_ (Initials)\_\_\_\_\_ and understands its terms and conditions.**

Purchaser (First Signer) Christian County East Signature \_\_\_\_\_ Date \_\_\_\_\_

Purchaser (Second Signer) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Dealer Representative \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Salesperson \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:
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Attachment: Murphy Tractor Boom Mower quote (2069 : State Bid-Boom Mower)



## STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS - U.S.A.

- **Construction & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Forwarders, DHSP Forestry Excavators, Harvesters, Log Loaders, Skidders, Tracked and Wheeled Feller Bunchers:** 12 Months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever ever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever ever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company ("John Deere") to purchasers of new John Deere products:

**STANDARD Warranty** is John Deere's standard new product warranty, described on this page, provided at no additional charge to the purchaser.

**EXTENDED Warranty** is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

**StructurALL Warranty** applies to certain structural components as listed below and as described on this page.

### A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the customer at the time of original retail purchase.

### B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

### C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Section A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the 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. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, **whether based upon contract, tort, strict liability, or otherwise.** This limitation does not apply to claims for personal injury.

### D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, or to Cummins Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours, whichever occurs first. Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments are not eligible for StructurALL Warranty) begins at the end of the product's Standard Warranty and any Extended Warranty purchased for the product and applicable to StructurALL components, and ends (unless terminated earlier under Section F, below) three (3) years, or 10,000 hours (whichever occurs first) after the product's original retail purchase or first rental prior to the first retail purchase. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm, Articulation Joint (incl. pins and bushings), Bin Frame, Boom, Car body, C-Frame\*, Circle Frame, Coupler (John Deere built ONLY), Dipper stick, Draft Frame, Engine Frame, Equipment Frame, Grapple Arch, Grapple Boom, Loader Arm, Loader Frame, Mainframe, Moldboard Lift Arms, NeverGrease™ Pin Joints, Rollover Protection Structure (ROPS), Side Frame, Swing Frame, Track Frame, Undercarriage Frame, X-Frame, Z-bar, Specialty booms and arms marketed as "heavy-duty" by John Deere. StructurALL Warranty does not apply to equipment used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3. above. \*StructurALL warranty does not apply to C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.

**E. ITEMS NOT COVERED -**

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Diagnostic Time
4. Additional Labour Time - Above SPG/Labour Rate
5. Additional Cleaning - Above SPG/Labour Rate
6. Program updates, calibrations, and pressure adjustments.
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, collision or other accidents.
9. Premiums charged for Overtime Labour
10. Transportation to and from the dealership.
11. Travel time, mileage or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, referral attachments.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, articulation bumpers, and undercarriage components.
16. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Used Products (except as otherwise provided in section A above).

**F. UNAPPROVED SERVICE, ATTACHMENTS OR PRODUCT MODIFICATION -**

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
  2. The product is modified or altered in ways not approved by John Deere; or
  3. Any unapproved or improperly sized attachment is installed on the product.
- Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification)

**G. PARTS REPLACED UNDER STANDARD WARRANTY AND/OR STRUCTURALL WARRANTY -**

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days (12 months or 1500 hours, whichever occurs first, for remanufactured components) after installation or before expiration of the applicable Standard Warranty or StructurALL Warranty whichever is later.

**H. OBTAINING WARRANTY SERVICE -**

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty or StructurALL Warranty repairs may be made in the field if the 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) that would not have been incurred had the product been repaired at the dealer's place of business.

**I. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -**

Where 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 its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.**

**J. NO DEALER WARRANTY -**

The selling dealer makes no warranty of his own on any item covered by this warranty, and makes no warranty on other items unless he delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no 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.**

## Diamond Mowers Inc. Limited Warranty

**THE COMPANY MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN AND THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALSO IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE COMPANY.**

*Diamond Mowers, Inc.* 27134 Parklane Drive, Sioux Falls, South Dakota, ("*Diamond*") warrants, to the original retail customer ("Retail Customer") who purchases new *Diamond* equipment from an authorized *Diamond* dealer ("Dealer"), that new *Diamond* equipment is to be free of material defects in material and workmanship. Any part of said equipment that in *Diamond's* judgment, shows evidence of such defects will be repaired or replaced without charge, provided that the failure of any such part(s) shall have occurred within twelve (12) months from the date of delivery of said equipment to the Retail Customer. Expendable components including but not limited to knives, oil, chain sprockets, skid shoes, knife mounting disks and the like are excluded from this warranty.

The Retail Customer must pay the transportation cost to and from the *Diamond* Dealer's service shop for warranty service. Warranty service will be performed by the *Diamond* Dealer from who the equipment was purchased, in the Dealer's service shop, and during the Dealer's regularly scheduled days and hours of operation.

All *Diamond* obligations under this warranty shall be terminated if the equipment is modified or altered in any way not approved in writing by *Diamond*, if repair parts other than genuine *Diamond* repair parts have been used, or if the equipment has been subject to misuse, neglect, accident, damage, improper or insufficient maintenance, or improper operation. This warranty does not apply to, nor shall *Diamond* be responsible for, normal wear and tear or normal maintenance of *Diamond* equipment.

*Diamond* reserves the right to make changes in design or specifications at any time without incurring any obligation to owners of equipment previously sold.

No person or entity, including, without limitation, the Dealer or any agent or employee of the Dealer, has authority to alter, add to, or waive the above warranty which are agreed to be the only warranties, representations or promises, expressed or implied regarding the equipment. In no event will *Diamond* be liable for incidental or consequential damages or injuries, including, but not limited to, loss of profits, rental of substitute equipment, or other commercial loss.

**THE RETAIL CUSTOMER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON *DIAMOND* EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE.** For warranties to be honored, the warranty registration must be filled out and mailed to *Diamond Mowers Inc.* within 30 days from date of delivery.