

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

PO# 08486478 PO Revision# Original

PURCHASER NAME AND ADDRESS (First Signer)			DEA	DEALER NAME AND ADDRESS							
				1 4	ER NA					r Account No. :	
NAME(First, Middle, Las	<u></u>	-	<u>. </u>	Yello	whouse	e Machi	nery (Co	17748	38 	
MUSKOGEE COUNTY	DIST 1				ET or F						
STREET or RR						KIWA R		1			
3000 NORTH ST				CITY		-	ATE	ZIP COD		none Number 18-245-5926	
CITY	STATE	ZIP CODE	COUNTY	I —		NGS OF		74063		10-243-3920	
MUSKOGEE	ок	74403	Muskogee		Of Orde						
PHONE NUMBER	EMAIL AD	DRESS			4, 202			T			
918-682-7101	ļ				er Order	r No.:		TYPE OF SALE:			
REWARDS#				17040	280			CASH	\boxtimes	LEASE TIME SALE	
992579212				PUR	CHASE	R TYPE	:	MA	ARKET	USE CODE:	
PURCHASER NAME A	ND ADDR	ESS (Secon	d Signer)	4	Use	County		5	1 Hig	ghways & Streets	
NAME(First, Middle, La	st)									ving	
				Add	Purcha	ser to N	Mailing	List (Che	ck One	e or More)	
STREET or RR					Construct	tion	Utility		Forestr	y Government	
			2000	PUR	CHASE	R IS:		Purc	haser A	Acct.:	
CITY	STATE	ZIP CODE	COUNTY		Business		Individ	ual			
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(Ir	nitials)		Use County	MUSKOGE	E		О	K		101	
L				No			\dashv	(Initials)	***		
Ultimate Uptime Packa	age Purcha	se.						(111111113)			
D R U EQUIPMENT (Model, Size, Description				otion)		Hours of Use	of PIN or Serial Nu Use		Numbe		
1 X 2022	JOHN DEE	RE 670G M	OTOR GRADER Ste	ock # 7271	9	3	1DW	670GPPNF	71303		
+	John Deere	Extended V	Varranty: 72MO/800	OHR COM	P		<u> </u>			\$0 (
						(1)	TOTAL	CASH PRI	CE	\$ 263,974	
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QTY	TRADE	-IN (Model, Si	ze, Description)		Hours of Use		PIN o	r Serial Nun	nber	AMOUNT	
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COMMENTS: SOURCEWELL MEME	SER # 1372	46						RADE-IN PAY	00-12-00-07	\$ 0	
GUARANTEE BUYBACK: \$131,503.20						(4) B	(4) BALANCE (5) SUBTOTAL		\$ 263,974		
						(5) S			\$ 263,974		
						(6) R	ENTAL	. APPLIED		\$0	
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						(8) B	ALANG	CE DUE (5-(6	& 7)	\$ 263,974	
A CICALONAL ED CLASSIC	. Durch	offers to sell	transfer and convey th	e item/s) lie	ted as "T	[rade In"	to the	Dealer at or	prior to	the time of delivery of the	
above product(s), as a	"trade-in" to	be applied ag	ainst the cash price. P	urchaser rep	resents	that each	trade	-in" item sha	all be fr	ee and clear of all securi	

ACKNOWLEDGMENTS: 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 product(s), 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 8) shown hereon in cash, or to

execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) 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 Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) 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.

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.



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

PO# PO Revision# 08486478 Original

Quote ID: 25759219

Customer Name: MUSKOGEE COUNTY DIST 1

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 IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product 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 Product 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 Product after the date of this Purchase Order.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

USE OF INFORMATION/PRIVACY NOTICE I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer COLOR INFORMATION/PRIVACT NOTICE I understand that John Deere Construction a rolestry Company and its anilitates (John Deere) and Dealer of collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https://www.deere.com/en/privacy-and-data/privacy-statements/) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Init										
200	and understands its									
Purchaser (First Signer)	MUSKOGEE COUNTY DIST	Signature		Date						
Purchaser (Second Signer)		Signature		Date						
Dealer Representative	Yellowhouse Machinery Co.	Signature		Date						
Salesperson	MARSHALL,MIKE	Signature		Date						
DELIVERY ACKNOWLE	DGEMENT Delivered with O	perator's Manu	al On: Purchaser Signature	•						

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- Construction, Forestry & Compact Construction Equipment (CCE) Products*: 12 months Full Machine Standard Warranty
- * Compact Construction Equipment Products Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- C&E Series Pull-Type Scrapers: 6 months Full Machine Standard Warranty
- DC & DE Series Pull-Type Scrapers: 12 months Full Machine Standard Warranty
- Scraper Tractors: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Forestry Attachments: 12 Months or 2000 Hours (whichever 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 Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, 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 in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

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/labour, 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 and section L below, 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 purchaser at the time of the 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 Sections 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, cameras, or to Cummins, MTU or Detroit Diesel 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 from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). 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. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; 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 (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). 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. 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 & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

- 1. Any product 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.
- 2. 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.
- 3. Cut-to-Length Forestry Heads and Slash Bundler Units.
- 4. Crawlers equipped with optional side booms.
- 5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
- 6. Motor Graders equipped with front- or rear-mounted snow wings.

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E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

- 2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and
- 3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
- 4. Program updates, calibrations, and pressure adjustments.
- 5. Diagnostic Time
- 6. Additional Labor/Labour Time Above SPG/Labor/Labour Rate
- 7. Additional Cleaning Above SPG/Labor/Labour Rate
- 8. Rental Fees
- 9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
- 10. Premiums charged for Overtime Labor/Labour
- 11. Transportation to and from the dealership.
- 12. Travel time, mileage or service calls by the dealer.
- 13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
- 14. 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).
- 15. Torn, cut, or worn hoses.
- 16. 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, and articulation bumpers.
- 17. Items such as cutting-edge parts, delimbing 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.
- 18. 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.
- 19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
- 20. Parts supplied or modifications done by third party suppliers.
- 21. Topping off fluids when fluid levels fall in the range between low and full
- 22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warrantv.
- 23. Attachments installed aftermarket i.e. Winch not installed at factory.
- 24. Custom options installed outside the factory i.e. G.R. Manufacturing option packages.
- 25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage 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).
- 4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER 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 of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.idlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

- 1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
- 2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
- 3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. 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, Factory-Installed Undercarriage Warranty and/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/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. 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, CONDITIONS OR FITNESS IS MADE.

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer 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.

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or 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, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

Chairman_

Member.

Membe

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County Clerk