



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for Quotation**

RFQ NUMBER  
 DNR80105

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 32  
 304-558-0492

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Hayhurst Equipment, Inc.  
 P.O. Box 457  
 435 West Myles Avenue  
 Pennsboro, WV 26415

SHIP TO

DIVISION OF NATURAL RESOURCES  
 BLUESTONE WMA  
 ATTN: PARK SUPERINTENDENT  
 HC65, BOX 91  
 INDIAN MILLS, WV  
 24935-9204 304-466-3398

DATE PRINTED 12/22/2006	TERMS OF SALE Net 30 Days	SHIP VIA Our Truck	F.O.B. Destination	FREIGHT TERMS Pre-Paid
BID OPENING DATE: 01/11/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		760-50	\$48,869.00	\$48,869.00
<p>REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE DIVISION OF NATURAL RESOURCES TO PROVIDE ONE (1) FOUR-WHEEL DRIVE TRACTOR WITH A FRONT-END LOADER ATTACHMENT.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS 2. AFFIDAVIT</p> <p>DELIVERY: DELIVERY SHALL BE MADE TO: BLUESTONE WILDLIFE MANAGEMENT AREA INDIAN MILLS, WV 24935</p> <p>PRICING INFORMATION: BID PRICE SHALL INCLUDE DELIVERY AND THE FIRST 50 HOUR SERVICE (SEE SPECS). THE TRACTOR SHALL BE READY FOR OPERATION UPON DELIVERY.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p>						

RECEIVED  
 2007 JAN 11 A 11:16  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Phillip A. Cattuto* TELEPHONE: 304-659-2917 DATE: 09 January 2007

TITLE: Ag. Sale Mgr. FEIN: 55-056-5833-001 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

---

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
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10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
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**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130



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 BLUESTONE WMA  
 ATTN: PARK SUPERINTENDENT  
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 INDIAN MILLS, WV  
 24935-9204 304-466-3398

DATE PRINTED 12/22/2006	TERMS OF SALE 01/11/2007	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE:		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 01/11/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRECEDING SUBMISSION OF THIS BID;            OR            ( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA</p>						

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12/22/2006				

BID OPENING DATE: 01/11/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: Hayhurst Equipment, Inc.</p> <p>DATE: 09 January 2007</p> <p>SIGNED: <i>Phillip A. Cattullo</i></p> <p>TITLE: Ag. Sales Mgr.</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

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DATE PRINTED 12/22/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 01/11/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: RON PRICE----- RFQ. NO.: DNR80105----- BID OPENING DATE: JANUARY 4, 2007----- BID OPENING TIME: 1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-659-3371 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Phillip A. Cottrille -----   ***** THIS IS THE END OF RFQ DNR80105 ***** TOTAL: \$48,869.00						

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**DNR80105 – SPECIFICATIONS  
BIDS DUE JANUARY 11, 2007; 1:30 PM**

**New Holland TS 115A Four Wheel Drive or Equivalent Tractor**

- Canopy with Fold Down Rops, Toolbox, and Grill Guard
- 115 Horsepower Motor and 95 Horsepower PTO Minimum
- 6 Cylinder Motor Turbo Charged and Inter-cooled Minimum
- 411" Displacement Minimum
- Bosch Injection Pump and Block Heater
- 12 x 12 Synro Command Transmission with Mechanical Shuttle Shift or Equivalent
- Class III Front Axle
- Limited Slip Front Axle Differential
- Electro Hydraulic Rear Differential Lock
- 12 x 12 Open Center Hydraulic System
- 2 Rear Remotes
- Category II Hitch with Flex Link Ends, Extendable Drawbar and Telescoping Stabilizer
- Independent 540/1000 RPM Interchangeable PTO Shaft
- 14.9 x 28" Front Tires;
- 18.4 x 38" Rear Tires, Rear Tires to be Loaded with Alcohol or Antifreeze
- 67 Gallon (minimum) Fuel Tank
- Self Equalizing and Self Adjusting Hydraulic Wet Disc Brakes
- 2 Mid Mounted Joy Stick Control Valves for Front Loader (Leaving Rear Valves Open)
- One (1) Complete 50-Hour Recommended Service (Filters and Fluids) to be Included in the Bid Price

**Quickie Brand Quick Attach Front End Loader or Equal Model**

- Joy Stick Control from the Mid Valve with Quick Couplers
- Single Handle Joy Stick Control
- Hydraulic Hoses Running Internal in Loader Beams
- Lock and Go Loader Attachment System (Single Pin)
- Replaceable Bushings
- Single Lever Quick Attach Bucket and Implements
- Lift Capacity at 800 mm from Bucket Pivot is 3700 lbs. Minimum
- Breakout Force at 800 mm from Pivot is 4400 lbs. Minimum
- Lift Height 154" Minimum
- 83" Heavy Duty Bucket Minimum
- Heavy Duty Bolt on Tooth Bar with Replaceable Teeth (Installed)
- Minimum 47" Quick Attach Pallet Forks at 5500 lb. Capacity Minimum

# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Hayhurst Equipment, Inc.

Authorized Signature:  Date: 09 January 2007





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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM #01</b>  THIS ADDENDUM IS ISSUED TO CLARIFY THE BID OPENING DATE. PAGE 5 OF THE ORIGINAL REQUEST FOR QUOTATION STATES AN INCORRECT DATE OF JANUARY 4, 2007 - THE CORRECT DATE IS JANUARY 11, 2007; 1:30 PM  ***** END OF ADDENDUM #01 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Phillip W. Coakley</i>	TELEPHONE 304-659-2917	DATE 09 January 2007
TITLE Ag. Sales Mgr.	FEIN 55-056-5833-001	ADDRESS CHANGES TO BE NOTED ABOVE

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**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

Vendor: Hayhurst Equipment, Inc.

Spending Unit:

Requisition No.: DNR80105

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 Yes
- No. 2 \_\_\_\_\_
- No. 3 \_\_\_\_\_
- No. 4 \_\_\_\_\_
- No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Phillip A. Catlett  
Signature

Hayhurst Equipment, Inc.  
Company

09 January 2007  
Date

# New Holland TS-A Series Tractors 80 to 115 PTO hp



NEW HOLLAND

TS100A TS115A TS125A TS135A





**NEW HOLLAND WARRANTY AND LIMITATION OF LIABILITY AGREEMENT - AGRICULTURAL PRODUCTS**

**COVERAGE PROVIDED**

New Holland North America, Inc. or New Holland Canada, Ltd., hereinafter called "Company" warrants to the retail purchaser of each new Product (as listed below) that the Selling Dealer or authorized NH dealer will repair or replace any part thereof found to be defective in materials or workmanship within the following periods. This warranty is for the benefit of the original or subsequent purchaser.

**BASIC WARRANTY**

Product	Warranty Period (whichever comes first)
-Harvesting, Materials Handling Equipment and Implements	12 Months
Extended New Holland Engine Warranty for Harvesting Products*	An Additional 12 Months or 2000 hours
-2300 Series Windrower Header retailed on or after 1/1/1999	24 Months
-Self Propelled Forage Harvester Models FX28, FX38 and FX58	24 Months
	or 3000 Cutterhead Hours
-Compact Tractor Models 1530, 1630, 1725, 1925, and TC Models (only)	24 Months or 2000 Hours
Extended Power Train Warranty**	An Additional 12 Months or 2000 Hours
-Agricultural and Compact Tractors (except as noted) including BiDirectional	24 Months or 2000 Hours
-Sprayers	12 Months
-Replacement Parts	180 days or to end of Basic Warranty (whichever is longer)

\*Allison transmissions, Caterpillar, Cummins and Deutz engines are warranted by their respective manufacturers.  
\*\*The components covered by extended Power Train warranty consists of the following:

- ENGINE** - All internal lubricated parts, cylinder block, cylinder head, oil pan, oil pump, seals & gaskets, head gasket, fuel injection pump and lines, turbocharger unit (factory installed), timing gear cover, timing gears, and valve cover.
- TRANSMISSION** - Transmission case and all internal lubricated parts, torque converter, auxiliary drive axle transfer case, seals and gaskets.
- MAIN DRIVE AXLE(S)** - Center & drive axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housing and all internal lubricated parts, auxiliary drive axle transfer case, PTO-clutch, internal shafts and bearings, seals and gaskets.
- AUXILIARY DRIVE AXLE** - Axle housing and all internal lubricated parts, axle shafts, bearings (wheel and axle hub), final drive housing and all internal lubricated parts, seals and gaskets, drive shaft and universal joints.

**LIMITATIONS, INCLUDING DISCLAIMER OF IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES**

New Holland North America, Inc. or New Holland Canada, Ltd. does not authorize any person or dealer to create for it any other obligation or liability in connection with these products. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THIS PRODUCT IS LIMITED TO THE STATED DURATION OF THIS WRITTEN WARRANTY. NEITHER COMPANY NOR THE SELLING DEALER SHALL BE LIABLE FOR LOSS OF THE USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS OR CONSEQUENTIAL DAMAGES. The remedy of repair or replacement of a defective part during the warranty period herein specified shall be the purchaser's exclusive remedy. This warranty does not cover delivery charges or travel time.

**PROTECTIVE EQUIPMENT**

- Rollover protective structure (ROPS) and seat belts are provided as standard equipment on all New Holland agricultural tractors and we strongly recommend their use. Customers who elect to remove or not use this protection do so at their own risk.
- I acknowledge the existence of OSHA regulations pertaining to ROPS/FOPS. \_\_\_\_\_
  - The correct Operator's Manual has been furnished to me. \_\_\_\_\_
  - The correct Operator's Manual has been reviewed with me by the selling dealer and will be furnished to me upon delivery of the product. \_\_\_\_\_
  - Safety precautions were explained to me by the selling dealer. \_\_\_\_\_
  - Safety features of the product were explained to me by the selling dealer. \_\_\_\_\_
  - The dealer has reviewed any applicable Federal Emissions Warranty and I understand its provisions.) \_\_\_\_\_

**ACKNOWLEDGEMENT (check one)**

Owner Transfer     New Equipment Sale

**APPLICATION (check one)**

Scraper     Non-Scraper

The blank spaces under "Protective Equipment" have been filled in and are correct, and I acknowledge that I have read and I accept this Warranty and Limitation of Liability Agreement.

Purchaser \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Model \_\_\_\_\_ Serial No. \_\_\_\_\_  
 Attachment Model \_\_\_\_\_ SN \_\_\_\_\_  
 Attachment Model \_\_\_\_\_ SN \_\_\_\_\_  
 Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
 Signature

Dealer \_\_\_\_\_ Code \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Retail Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
 Dealer \_\_\_\_\_ Date \_\_\_\_\_  
 Signature

# NEW HOLLAND WARRANTY DETAIL

The warranty period will begin on date of original retail sale or date of original use, whichever is earlier.

- The obligation of Company to the purchaser under this warranty is limited to the repair or replacement of defective parts by an authorized New Holland dealer and will be done free of charge for both parts and labor using genuine New Holland replacement parts. Repair or replacement in accordance with this warranty shall constitute fulfillment of all liabilities of Company and the Selling Dealer in respect to such Products.
- Repairs or replacements will be performed by the Selling Dealer, following delivery of the Product by the purchaser to the Dealer's place of business. At the customer's request, any New Holland dealer authorized to sell and service the described Products shall perform the repair at its dealership.
- The Selling Dealer shall review these warranty provisions with the purchaser prior to retail sale, secure his acknowledgement of delivery of this warranty and record the date of original retail sale or date of original use.
- To obtain warranty service, the purchaser must (1) report the product defect to an authorized New Holland dealer and request repair within the applicable warranty term and (2) present evidence of the warranty start date.

## WHAT IS NOT COVERED BY THE WARRANTY?

This warranty shall NOT apply under the following conditions:

1. With respect to vendor warranty items such as Allison transmissions and Deutz, Cummins and Caterpillar engines, or tires, tubes, and attachments which shall be warranted by their manufacturer, or local representative thereof.
2. If the unit has been subject to misapplication, abuse, misuse, negligence of proper maintenance or other negligence, fire or other accident.
3. If parts or attachments other than those made or marketed by New Holland North America, Inc. or New Holland Canada Ltd., have been used in connection with the unit, and in the sole judgment of Company such use affects its performance, stability or reliability.
4. If the unit has been altered or repaired outside of a New Holland dealership in a manner which, in the sole judgment of Company, affects its performance, stability or reliability.
5. Batteries are covered by a separate pro-rata adjustment warranty. The pro-rata plan covers the battery fully for the basic product warranty period as indicated, with any remaining warranty pro-rated according to the months of service.
6. The purchaser shall be responsible for payment of dealer travel time to the machine or to deliver the machine to the dealer's service shop for repair. New Holland warranty does not cover delivery charges or travel time.
7. The Company shall have no liability for used equipment sold beyond the specified coverage period.
8. No warranty shall apply to damage resulting from accident or damage caused by environment (such as exposure to corrosive material). The Company shall not be responsible for rental equipment used to replace the equipment being repaired.
9. This warranty shall NOT apply to normal maintenance services (such as tune-ups, fuel injection system cleaning or wheel, brake and clutch adjustments), to normal replacement of service items (such as filters and brake or clutch linings), or to normal deterioration due to use or exposure (such as belts and exterior finish). New Holland shall not be responsible for normal replacement parts such as cutting knives, chains, belts, clutches, filters, oil, or other parts which are worn out, unless they are determined to be defective in material or workmanship.
10. This warranty shall NOT apply to any Product which is normally operated outside of the United States, and/or Canada.
11. This warranty shall NOT apply if the purchaser, insurance company, or any other entity or individual acting on behalf of the purchaser seeks reimbursement for the dollar value of the repair(s) or replacement(s) covered under this warranty.
12. If the injection pump has been set for fuel delivery above New Holland specifications.
13. When claims for a complete assembly, where the combined costs of parts and labor to repair the assembly, are less than the replacement cost of the complete assembly.
14. If 4WD articulated tractors are used in commercial and/or construction related activities such as earth moving, scraping, land leveling, or bull dozing. Usage in these applications will void the drive train, main frame and drawbar/drawbar cage warranty. Definition of Scraper Application (for Ag Products) Scraper application is defined as the use of any tractor to which a scraper has been or ever will be attached.

## RIGHT TO MAKE DESIGN CHANGES

Company reserves the right to make changes in the design and other changes in its products at any time and from time to time without notice and without incurring any obligation with respect to any product previously ordered from it, sold or shipped by it.