

EXTENDED SERVICE AGREEMENT NAMES AND BRIEFS MEANING

AGRI-SURE IS NOT AN INSURANCE. Owners are required in some states to maintain separate insurance to cover any property losses that may occur.

- **NWAM Tractor Sure Plus - New Wrap all Makes** - This coverage denotes limited basic coverage commonly called "Bumper to Bumper" which mirrors the original manufacturer's basic limited warranty or comprehensive coverage. This coverage may be provided on all machines sold as NEW, to the first registered owner of a machine when purchased from an authorized dealer. This coverage also includes Travel Reimbursement when a mechanical breakdown occurs and a **Travel Sure** Policy may be purchased as a rider for manufacturer scheduled maintenance intervals during the policy term. See your manufacturer warranty booklet provided to you by your dealer for more information about your machine. This may also include Tractor Sure Ultimate Coverage.
- **NUPT Tractor Sure Lifetime - New Unlimited Power Train** - This coverage denotes the powertrain coverage of a new machine with "Unlimited" hours. The Service Agreement of this coverage mirrors the manufacturer coverage of your machine which may be found in your manufacturer warranty booklet provided to you by your dealer. This coverage is Lifetime coverage to the original owner and follows that owner until the machine meets any criteria listed below in section **Driveline and Diesel Engine included in POWER TRAIN Extended Service Agreement Including NUPT, FMNUPT, UPT, N100 Plans** Under the NOTE Section.
- **FMUT Utility Sure Plus - Farm Maintenance & Utility** - This coverage denotes limited basic coverage commonly called "Bumper to Bumper" which mirrors the original manufacturer's basic limited warranty coverage. This coverage may be provided on all machines sold as NEW, to the first registered owner of a machine when purchased from an authorized dealer. See your manufacturer warranty booklet provided to you by your dealer for more information about your machine. Includes Utility sure Ultimate.
- **FMNUPT Utility Sure Lifetime** - This coverage denotes the powertrain coverage of a new machine with "Unlimited" hours for farm maintenance and Utility I.E. Zero Turn Mowers or Farming Grade UTV or Side by Sides.. The Service Agreement of this coverage mirrors the manufacturer coverage of your machine which may be found in your manufacturer warranty booklet provided to you by your dealer. This coverage is Lifetime coverage to the original owner and follows that owner until the machine meets any criteria listed below in section **Driveline and Diesel Engine included in POWER TRAIN Extended Service Agreement Including NUPT, FMNUPT, UPT, N100 Plans** Under the NOTE Section.
- **POMLTT1 - Peace of Mind Lifetime Trailer coverage 1** - This coverage denotes the structure and basic operating of utility trailers. This coverage can be found in the section: **POMLTT1** Extended service agreement for trailers covers; Axel (s), Structure, Hinges and the manufacturer workmanship against breaks or fails due to mechanical failure or breakage due to manufacturer defect. This coverage is only available to trailers manufactured through TrailerMart, Inc.
- **POMLTT2 - Peace of Mind Lifetime Trailer coverage 2** - This coverage denotes the structure and basic operating of utility trailers. This coverage can be found in the section : **POMLTT2** Extended service agreement for trailers covers all of POMLTT1 coverage plus Electrical, Brakes (excluding pads), doors, springs, A/C (when applicable), winches and LED lighting (when applicable). This coverage is only available to trailers manufactured through TrailerMart, Inc.
- **POMUBB - Peace of Mind Used Bumper to Bumper** - Denotes the common reference to the original manufacturer's Limited Basic Warranty coverage. This coverage lasts for 1 year for machines under 120 HP (Horse Power) and 20 years old or newer which may be provided to you by your dealer. Coverage Begins 60 Days after contract date and expires based on the years of coverage term, from the date of purchase plus 60 days
- **POMUPT121 - Peace of Mind Used Powertrain** - Denotes the common reference to the powertrain of the original manufacturer's limited powertrain warranty coverage. This coverage lasts for 1 year for machines 121 HP (Horse Power) or larger and 20 Years old or newer which may be provided to you by your dealer. Coverage Begins 60 Days after contract date and expires based on the years of coverage term, from the date of purchase plus 60 days
- **UPT - Used Power Train** - This coverage denotes powertrain coverage which mirrors the original manufacturer's limited powertrain warranty. This coverage may be provided to you on machines 50 years in age or newer in terms of 2 to 7 Years of coverage availability when available, for machines up to 300 HP. Coverage Begins 60 Days after contract date and expires based on the years of coverage term, from the date of purchase plus 60 days.
- **UBB - Used Bumper to Bumper** - This coverage denotes what is commonly referred to as "Bumper to Bumper" which is a mirror of the original manufacturer's Limited Basic warranty for machines 6 years old and newer. Coverage may be provided to you by your dealer in terms of 1 to 5 Years in age. Coverage Begins 60 Days after contract date and expires based on the years of coverage term, from the date of purchase plus 60 days
- **NWAM - Tractor Sure Ultimate** - This coverage denotes basic limited comprehensive coverage which mirrors the original factory coverage for a 7 year period from the date of purchase and begins at the end of the manufacturer comprehensive warranty. This coverage may be purchased for Tractors, Farm Maintenance and Utility Equipment, and commercial equipment and includes Maintenance Rebate, and Travel reimbursement during the 7 year period. **Travel Sure** Policy may also be purchased as a rider on this policy to offer travel reimbursement for manufacturer scheduled maintenance intervals.
- **- Construction Sure Policies** - Denotes policy coverage for commercial construction machines which mirrors the original manufacturer's limited powertrain warranty. This coverage may be provided to you on New machines or machines up to 20 years old. New Machine coverage shall not exceed three (3) years and used machine coverage shall not exceed 1 year in coverage. Used machine coverage shall begin 60 days after the purchase date of the policy, known as the effective date. Coverage for Construction equipment shall not exceed \$10,000.00 or the ACV (Actual Cash Value) of the machine at time of failure whichever is the lesser. These policies are coded under Construction Sure Powertrain for New, and POMCUPT (peace of mind construction used power train) for Used construction machines. All machines must follow the original manufacturer maintenance schedules to avoid

improper use. Failure to familiarize yourself with or follow the original manufacturer maintenance schedule may result in unwanted system failure and may void your warranty.

- **UBB60 - Agri-Sure** - 60 day full basic limited coverage mirror of original factory warranty coverage for Tractors, Zero Turn Mowers, UTV's & Light Construction Machines 20 years in age or newer. This coverage offers a coverage limit of \$1,500.00 max during the term of service of service agreement with \$0 deductible. Agreement date begins at time of sale, upon the signature of the service agreement or bill of sale utilized by the provider. Cancellation is automatic and ends on the 61 st day from the date of purchase. Service within 60 days must be performed by selling dealer. Excludes wearable items; see exclusions below.
- **TWP3 - Tire & Wheel Protection 3 Year** - Road hazard coverage for tire and wheel replacement when a failure in workmanship is caused by hazardous conditions which are unavoidable by the operator. Claim rules fall into the category of travel reimbursement. **SEE SECTION "How to Make a Travel Reimbursement Claim"** .
- **TWP5 - Tire & Wheel Protection 5 Year** - Road hazard coverage for tire and wheel replacement when a failure in workmanship is caused by hazardous conditions which are unavoidable by the operator. Claim rules fall into the category of travel reimbursement. **SEE SECTION "How to Make a Travel Reimbursement Claim"** .
- **NUPTGSL - Golf Sure Lifetime** - Lifetime powertrain coverage to the first owner. The Service Agreement of this coverage mirrors the manufacturer coverage of your machine which may be found in your manufacturer warranty booklet provided to you by your dealer. This coverage is Lifetime coverage to the original owner and follows that owner until the machine meets any criteria listed below in section **Driveline and Diesel Engine, and gas engine included in Extended Service agreement section including NUPT, FMNUPT. Electric Engine coverage described under Golf Sure Section.**

AGRI-SURE, LLC TERMS AND CONDITIONS

INTRODUCTION Thank you for trusting Agri-Sure! Agri-Sure strives to be the premier equipment coverage company in the United States. While models we cover vary, our commitment to excellence in assisting valued customers like you is the same. This document is broken down into sections. Below is a list of which section your applicable equipment or machine may fall under.

Section 1: Tractor Sure - Farm Tractors as well as programs for Tire and Wheel coverage, how to obtain service, how to make a claim and other related rules of coverage. Beginning on page 3 of this document.

Section 2: Trailer Sure - Coverage for car hauler style and equipment style trailers as well as programs for Tire and Wheel coverage, road side assistance and other related rules of coverage. Beginning on page 9 of this document.

Section 3: Utility Sure - Farm Maintenance and Utility Machines such as Zero Turn Mowers and UTV's as well as Tire and Wheel Coverage and other related rules of coverage. Beginning on page 11 of this document.

Section 4: Construction Sure - Light construction machines and equipment such as Skid Steere or Mini-Ex style machines as well as other related rules of coverage. Beginning on page 17 of this document.

Section 5: Golf Sure - Golf Cart and related equipment or machines as well as Tire and Wheel coverage and other related rules of coverage. Beginning on page 20 of this document.

Please take a few minutes to read this Extended Service Agreement Information Guide provided by your dealer, before operating your machine. It contains all the information you will need to have your machine repaired in the unlikely event that a failure should occur. If you have not received this Information, you can easily obtain it by logging into the machine manufacturer's website and download or order the information. You are also required to read and understand the terms of this agreement prior to making a claim in the event of a failure.

Note: Extended coverage may be different for attachments or implements purchased with a tractor. Agri-Sure Does not offer any coverage under this Extended Service Agreement for any attachments or implements.

Extended Service Agreement Start Date New Machines- The Extended coverage begins on the date that your NEW product is first retailed. This is the REGISTRATION date, which is on file with the manufacturer of the machine you purchased. Your dealer will be instructed to include a copy of this registration with Agri-Sure, along with a copy of the contract coverage you selected and signed or agreed to in digital format via email.

Extended Service Agreement Start Date Used Machines- The Extended Warranty coverage begins 60 days (calendar days) from the date the Extended Service Agreement contract is signed and dated. This rule applies to all coverage plans selected when purchasing a used machine and all coverage purchased on currently owned machines that a customer elects to cover. A copy of the "Machine Quality Assurance Inspection" must be turned in from an authorized service center with a copy of the contract coverage you selected and signed. The Exclusion to this coverage is the POMUBB (Tractor sure Peace of Mind) coverage which begins on the date the machine is sold dated on the service agreement contract. Contacts dated after the selling date of the bill of sale will be voided. All service agreements for used machines may only be provided by an authorized dealer at time of sale. No coverage is available without an inspection on the machine (if out of factory warranty) after the selling date of the machine.

What is a Limited Extended Service Agreement- Extended Warranty is a written guarantee by the manufacturer of a product or 3rd party company, promising to repair or replace parts which have a defect in materials or workmanship. “**Limited**” means that the Extended Coverage is for a specified period of time and has certain other restrictions. Agri-Sure Limited Extended Service Agreement will, through its contracted authorized dealers, repair or replace any Genuine Manufacturer part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of Extended coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Manufacturer parts or parts that have been approved by Agri-Sure which may be recommended by the servicing Dealer.

Right To Inspect- Agri-Sure’s Right to Inspect Dealers or its agents, reserve the right to inspect the customer’s purchased machine to determine if a defect in materials or workmanship exists prior to the commencement of any covered repair. It is the customer’s responsibility to deliver the product to an authorized dealer or repair facility for this inspection unless agreed to or as required by law. Location of Extended Service Agreement Repairs covered under the conditions of this Extended Coverage must be performed by an authorized dealer or service center, within the United States of America.

Applicability This Extended Service Agreement applies only to machines sold, serviced, and operated in the United States of America.

Right to Change: Agri-Sure reserves the right to change applicable rules and regulations as needed or as may be required by the state in which you purchased your equipment or the state you reside in, as allowed by law. Any changes to the policy will be followed by a public online posting of these terms and conditions and may be referred to as warranty rules of coverage. All Changes are published on the Agri-Sure website and may be viewed at anytime for a complete copy of current terms of service. You may view these terms online at www.agri-sure.com/Terms or you may request a current copy of your warranty rules of coverage and these terms and conditions to be mailed to you by contacting info@agri-sure.com or call us toll free at 1-833-533-2474.

Limitations YOUR Agri-Sure LIMITED EXTENDED SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. Agri-Sure DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR Agri-Sure ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED EXTENDED SERVICE AGREEMENT. THE IMPLIED EXTENDED COVERAGE OF SERVICE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE EXPRESSED WRITTEN EXTENDED SERVICE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL Agri-Sure BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF EXTENDED SERVICE AGREEMENT, EXPRESSED OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Customer Responsibility It is the customer’s responsibility to maintain the equipment in accordance with the instructions provided in the Operator’s Manual. You may be asked to prove that the maintenance instructions have been followed. It is also your responsibility to operate the equipment in a safe manner and use it only for the purpose for which it was designed. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment immediately until repairs are made. Damage which occurs from continued operation or use after a failure may not be covered by this Extended Warranty. You should contact your dealer or authorized service center immediately so that repairs can be made in a timely manner. It is your responsibility to ensure that you read and understand all of the contents of this extended service agreement prior to making a claim.

Section 1:

TRACTOR SURE COVERAGE

What This Extended Service Agreement Covers This Extended Service Agreement covers defects in materials or workmanship of Genuine Manufacturer parts only. Certain accessories are sold by different manufacturers, but are covered under the manufacturers’ original Warranty and excluded from this extended service agreement. Unless specified in a particular policy these include, but are not limited to: Hydraulics, Electronics, Winches, Hay and Forage Equipment, Blades, Electrical Systems and Switches, or any other after-market part or accessory, structural modifications, or modifications which may be applied in weld, pin, bolt or tie. This Extended Service Agreement has no restriction of hours or hour meter and is an unlimited hour Extended Service Agreement.

What This Extended Service Agreement Does NOT Cover Agri-Sure Limited Extended Service Agreement is designed to cover the same parts as the original manufacturer Warranty. However some differences not stated in your original manufacturer Warranty in exclusions may apply. **This Extended Service Agreement Does NOT Cover Failures Caused By:**

- Abusive operation
- Natural calamities (including varmints, rodents, or animals of any species)
- Unauthorized modifications
- Improper repairs

- Use of non-Genuine Manufacturer parts. (Unless approved by Agri-Sure)
- Neglected maintenance/incorrect operation (specified in Manufacture Operator's Manual)
- Unapproved attachments
- Usage by unauthorized persons: Any non owner or non w2 employee
- Usage which is contrary to the intended purpose
- Theft or any repairs that may be required after recovery
- Road Hazard or Hazard during travel including any system failures, leaks or circumstances arising during transport
- Illegal Activities (Use of machine for illegal activity will void extended coverage)
- Physical damage due to misuse, accident or neglect will not be covered and WILL VOID THIS EXTENDED SERVICE AGREEMENT
- Corrosion due to improper maintenance or neglect, weathering or circumstance caused by a previous owner which causes a fail
- Vandalism of any kind WILL VOID THIS EXTENDED SERVICE AGREEMENT.
- No Benefit to Bailee conditions apply to all coverage
- On Road use is prohibited even when legality applies in your state. Any on road use (except transport between properties for commercial applications) WILL VOID THIS SERVICE AGREEMENT.
- Failure of a covered part shall not be covered if the failure is caused by a non covered part due to use, circumstance, or application.
- Improper system fluid levels
- Failure to have a systems check done within 30 days of a part or system failure by an accredited service facility will decline coverage for that failure.

***This Extended Service Agreement does NOT cover replacement of Wear or Maintenance items including, but not limited to:**

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants, coolants, and fluids (unless used during an authorized repair)
- Belts or hoses of any kind
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks
- Pickup or delivery of the equipment* Unless otherwise stated within policy

- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)* Unless otherwise stated within policy
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)
- Repairs performed by Non Authorized Dealers
- Batteries
- Wheels, Hubs or Tracks
- Labor hour charges which may be in excess of the pre negotiated disclosures set forth in your dealers, dealer agreement.

How to Obtain Extended Coverage Service To obtain Extended Service agreement service under the terms and conditions of the Agri-Sure Limited Extended Coverage, you must deliver the product to an authorized dealer or service center, along with proof of purchase. Agri-Sure recommends that you choose to service your equipment with the dealer from whom it was purchased for the Extended Coverage repair. If that is not possible or inconvenient, it may be taken to any authorized dealer. Extended Coverage repairs may be made at the customer's location by an authorized service agent or dealer at Agri-Sure's discretion. If this option is chosen, there may be additional charges to you that this Extended Coverage will not cover in either pickup & delivery, or for travel time and mileage, unless agreed to or as required by law. All claims must be approved in writing prior to work being performed. Agri-Sure has prenegotiated labor rates with your selling dealer. Any out of network service provider will be reimbursed for labor at \$90 per labor hour, based on the amount of hours that service provider indicates or Agri-Sure approves. There may be variance in labor hours from your chosen service provider and you will be responsible for additional charges in labor hours above the standard labor rate. If your service provider chooses to enter into a dealer agreement with Agri-Sure, we may can make an adjustment to your individual claim.

Transferability of Warranties If you decide to sell your Agri-Sure covered machine, any remaining term Extended coverage (ie. if 3 years of bumper to bumper is purchased and the machine is sold after year 1 of coverage, there are 2 years remaining of bumper to bumper coverage.) may be transferred to the new owner. Contact your dealer for details. All warranties are transferable including all NUPT Tractor-Sure and Utility-Sure extended coverages. NUPT Tractor-sure and Utility- Sure Extended Coverage may be converted to the next owner for a 2 year period from date of sale or claim of transfer. For questions regarding this action contact your dealer or call Agri-Sure at 1833-533-2474 or email claims@agri-sure.com Fees may apply to transfer NUPT, FMNUPT or any other lifetime coverage.

Deductibles Each Extended Warranty through Agri-Sure holds a deductible. Deductible amounts vary, based on the type or horsepower of machine you purchased. Your Extended Warranty contract will indicate the deductible amount and deductibles range from \$0, \$150, \$250, and \$500 U.S. Dollars.

Cancellation Fee Upon cancellation of an Extended Warranty, there will be a \$50 early cancellation fee applied to the cancellation amount. The application of this deduction begins 30 days after the contract date of the contract Signed by the owner (known as Free Look Period). Lifetime coverage is calculated against a 10 year time period prorated by days against 3,650 days from the date of the original purchase date as stated on the Service Agreement Contract or manufacturer's original registration date on file, which was filed by your dealer at time of purchase.

Right To Make Changes Agri-Sure reserves the right to make any changes to coverage with written notice to you, at any time and for any reason.

Length of Extended Service Agreement Coverage The length of Extended coverage from Agri-Sure is not the same for all models. Some models have a specified time period only while others may not be limited to time. All Warranties from Agri-Sure are without limit to the hours or hour-meter, with the exception of NU15, or NU10 warranties (New Unlimited Power Train or 15,000 hours, & New Unlimited Power Train or 10,000 Hours). The limitation of time or date occurring determines whether or not a product is within the Extended Warranty period.

Models that are considered mobile equipment (i.e. tractors) usually have two levels of Warranty coverage. The BASIC Warranty covers the entire unit, whereas the POWERTRAIN or ENGINE Warranty covers only the driveline and/or engine components as specified on the following page.

Driveline and Diesel Engine included in POWERTRAIN Extended Service Agreement Including NUPT, FMNUPT, UPT, N100 Plans Tractor Sure Lifetime or Tractor Sure Plus Agreements.

- Diesel Engine only included in ENGINE Extended Warranty

· Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

· Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

· **NOTE:** New Unlimited Powertrain Extended Plans or NUPT, N100, or Tractor Sure Lifetime fall under this coverage for unlimited time to the first owner of the machine survivability, or until the selling dealer is no longer in business, or the Manufacturer is no longer in business, sale or trade of the machine, or owners death whichever comes first. Both NU15 and NU10 warranties expire after an hour limit that may expire the Extended Service Plan before the time limit can be reached. If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the powertrain Extended Coverage. Any failure whether approved or denied in coverage will exclude that system from further approval after the first claim is made of that system. Lifetime Coverage Value shall not exceed \$10,000.00 in total for tractors. Coverage is geared to match or mirror the original manufacturer powertrain coverage as notated in the copyrighted guide in the owners manual or usage manual. A copy of the manual must be given to the owner by the selling dealer, and the manual must remain with the original owner. Exclusions to the coverage may apply. Exclusions may be found in the above section **page 4 and below section page 6, which may not be indicated within the manufacturers owners guide.**

- A. **Tractors Sure Lifetime NUPT & NUPTS** - \$10,000.00 or \$15,000 total coverage - Powertrain coverage only - \$0.00 or \$500.00 Deductible
- B. **Travel Sure** Coverage may be purchased separately to aid in travel for manufacturer scheduled maintenance intervals, but excludes general maintenance. - Comprehensive coverage including powertrain - \$0 deductible.
- C. **Tractors Sure Plus-** Coverage limit meets the total amount paid for tractor, zero turn mowers, UTV's, and light construction equipment including implements that were purchased at time of sale on the originating bill of sale, or the Actual cash value of the machine or implement at time of failure, whichever is the lesser at time of failure up to \$120,000.00 This coverage also includes Travel Reimbursement during the policy term for mechanical breakdowns only where coverage is approved by the manufacturer or Agri-Sure as an approved claim.
Travel Sure Coverage may be purchased separately to aid in travel for manufacturer scheduled maintenance intervals, but excludes general maintenance. - Comprehensive coverage including powertrain - \$0 deductible.
- D. **Tractor Sure Ultimate** - Coverage limit is \$50,000.00 or the amount paid for the tractor, zero turn mowers, UTV's, and light construction equipment including implements whichever is the lessor, that were purchased at time of sale on the originating bill of sale, or the actual cash value of the machine or implement at time failure, whichever is the lesser at time of failure. This coverage also includes travel reimbursement during the policy term for mechanical breakdowns or maintenance where coverage is approved by the manufacturer or Agri-Sure as an approved claim. This coverage also includes Maintenance Rebate in the amount of \$100.00 per rebate per scheduled maintenance as defined by the manufacturer. See your owners manual or maintenance guide for details.
Travel Sure - Included in coverage
- E. **Implement coverage** - All gear boxes and hydraulics are included if a Tractor Sure Plus coverage is selected. You are responsible to maintain all greasing, fittings, bolts, nuts, and maintenance on your equipment. Physical damage to an implement will result in a claim denial. Any new implement with a retail cost of \$15,000.00 or less may be considered for coverage - \$0 deductible

Coverage is not supported due to:

- F. Misuse or abuse of implement
- G. Damage occurring due to outside encounters with other objects (wire, metals, stumps, rocks, logs, or any debris outside of the implement manufacturer's specifications
- H. Lost or stolen equipment
- I. Failure due to improper maintenance of equipment
- J. Failure due to weather, acts of God, or physical damage which occurred during or not during operations of the equipment
- K. Unauthorized users
- L. Failure during travel or transportation or failure caused by travel or transportation
- M. Failure to contact Agri-Sure prior to work being performed

- N. **TWP3 - Tire & Wheel Protection 3 Year** - Coverage for Wheel and Tire Only. Coverage amount limit is \$3,000, for the duration of the 3 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE SECTION "How to Make a Tire and Wheel Reimbursement Claim"**. This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$3,000 during the 3 year term.
- O. **TWP5 - Tire & Wheel Protection 5 Year** - Coverage for Wheel and Tire Only. Coverage amount limit is \$5,000, for the duration of the 5 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE SECTION "How to Make a Tire and Wheel Reimbursement Claim"**. This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$5,000 during the 5 year term.

Coverage is not supported due to:

- a. Misuse or abuse of tire/wheel and its components
- b. Failure to rotate and balance tires as stated by the manufacturer rules and guidelines or mismatching or placement
- c. Routine maintenance; Ex: Tires needing to be replaced due to normal wear and tear.

HOW to Make a Travel Reimbursement or Tire and Wheel Claim: To make a claim you may submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI or contact your service provider (original dealer) and have them make the claim for you prior to machine arrival. Failure to properly file a claim will result in a denial of reimbursement for travel.

Administrative Fee for continued coverage: Your lifetime policy requires being readministered every Decade or 10 year period or 3,650 days from the date of purchase. You will be charged an administrative fee for this processing once every 10 years. Failure to pay this administrative fee will cancel your coverage. The administrative fee for lifetime powertrain coverage is \$295.00 and this fee will be charged as an administrative fee once every 10 years in lieu of any deductible toward policy claims, regardless of the number of policy claims made during the 10 year period. .

Driveline and Diesel Engine included in Limited Basic Extended Service Agreement (commonly called Bumper to Bumper) Including NWAM, FMUT, UBB, POMUBB, POMUPT121, UTILITY SURE USED Plans or TRACTOR SURE USED, TRACTOR SURE USED PLUS, TRACTOR SURE PEACE OF MIND, TRACTOR SURE PEACE OF MIND USED 121 HP OR LARGER MACHINES and TRACTOR SURE PLUS (new) Coverage

- Diesel Engine only included in ENGINE Extended Warranty
- Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.
- Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

· **NOTE:** New or Used Unlimited Hour Extended Plans for basic limited coverage and Powertrain coverage or NWAM, FMUT, UBB, POMUBB, POMUPT121 or Utility Sure Used Powertrain fall under this coverage for unlimited hours to the first owner of the machine survivability, or until the selling dealer is no longer in business, or the Manufacturer is no longer in business, sale or trade of the machine, or owners death whichever comes first or the term expiration date. If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the Extended Coverage for all coverages. Coverage Value shall not exceed \$15000.00 in total for tractors or commercial equipment which may be entitled to coverage under any of the codes or coverage titles listed, unless specified under the code.. Coverage shall not exceed \$5000.00 in total for Zero-Turn mowers and UTV'S, unless specified under the code. No repair for a system shall be covered during the duration of the terms set more than 1 time during the term whether the claim is approved or denied for a system. Transferability is available for all policies. Transfer fee of \$100 applies to all policies and must be collected before the transfer is complete.

- P. **Tractors & Construction Machines** - All coverage terms for tractors or construction machines where coverage falls under a tractor category or Commercial Equipment listed in this section shall not exceed \$10,000.00 of coverage in total during the duration of the extended coverage contract, or shall not exceed the Actual Cash Value (ACV) of the machine at time of fail, whichever is the lesser of the ACV or \$10,000.00 in value unless otherwise stated on your policy or specified under the code. **See Construction Sure Section of this document for information about construction equipment.**

Driveline and Gas Engine included in PowerTrain Extended Warranty including FMNUPT, FMUT, POMLTT1, POMLTT2 or Trailer Sure

Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

Gas Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, fuel pumps, alternators, batteries and exhaust components, or external belts, hoses, seals or gaskets.

Note: Some components are covered by emissions Extended Warranty. See the emissions Extended Warranty pertaining to your engine for a list of covered components within your OEM Warranty guide.

Length of Extended Service Agreement for Service Parts Service parts are warranted from the manufacture of that part and vary in time from manufacturer to manufacturer. If after replaced, a new defect occurs within the varied time period of manufacturer parts warranties, the manufacturer part Warranty will pay the cost of a new part, and labor. Agri-Sure Extended Coverage works as a secondary coverage to the part, once the manufacturer part Warranty has expired, or until the Agri-Sure Extended Coverage has expired.

Other Available Services You may have elected to purchase a Tractor Sure ULTIMATE, or a Tractor Sure Plus coverage policy. These policies include Comprehensive (Commonly called Bumper to Bumper) coverage as described above and in your manufactures owners manual. Both Tractor Sure Ultimate and Tractor Sure Plus Coverage types include Travel Reimbursement.

- 1) **Travel Reimbursement** to the original owner in the amount of \$175.00. This reimbursement requires \$0 Deductible. IMPORTANT NOTE: please see the above exclusions for coverage such as unauthorized users. Reimbursement will not be issued if the issue or fail occurred while being operated by a non owner or non w2 employee of your machine.

Travel Sure Policy Travel sure is a policy rider that may be purchased with any NWAM or Tractor Sure Plus or Tractor Sure Lifetime coverage, but is included with Tractor Sure Ultimate policy. This rider affords travel reimbursement for manufacturer scheduled maintenance intervals or mechanical breakdowns. This reimbursement is in the amount of \$175.00 and is limited to 7 total reimbursements when maintenance is properly performed by the selling dealer or approved by Agri-Sure. This reimbursement rider will not pay for general maintenance as described by the manufacturer for items such as tires, tracks, blades, wheels, lights, wipers, or filters unless these items are required maintenance by the manufacturer and set to the manufacturer's specifications and printed within your owners manual or service schedule. Other exclusions may apply. See your operators manual for a complete list of your maintenance schedule for your machine.

TERMS of Reimbursement You will be allowed 1 (one) travel reimbursement per year beginning upon the sale date of your machine and ending in the term amount of \$175.00 per Travel Reimbursement Claim with your original dealer. You must first make a claim to Agri-Sure immediately and prior to ordering travel assistance from any service provider (even if the cause of fail falls under the manufacturer guidelines and is paid for by the manufacturer warranty). If you do not utilize the travel reimbursement in the first year, you will NOT be reimbursed for two in the second year. You will receive no reimbursement at the end of the coverage term for non used claims. This reimbursement **includes** Service calls which service providers may make, to the owners property. Travel Reimbursement is for mechanical breakdown only for covered parts or manufacturer scheduled maintenance as described in your owners manual or maintenance schedule.

- a. You are responsible for paying for the travel. Once the work is completed and with your prior claim approval, Agri-Sure will issue you a check up to 1 time per year as outlined above in section 'TERMS of Reimbursement' in the amount of \$175.00 whether the total travel costs is higher or lower than this amount, or may pay your service provider directly. Your fiscal year begins on the date of purchase and resets on the anniversary date each year of the date of purchase (7 years max, 1 travel reimbursement per year for a total of 7 max, not a guarantee of 7 if no claim is filed in varying years.)

HOW to Make a Travel Reimbursement or Tire and Wheel Claim: To make a claim you may submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI or contact your service provider (original dealer) and have them make the claim for you prior to machine arrival or prior to traveling to your location. Approvals must be granted in writing by Agri-Sure prior to inspection.

- 2) **Maintenance Rebate** to the original owner to aid in the promotion of proper maintenance as scheduled and required in your maintenance handbook provided by your dealer and copyrighted by the manufacturer for the entire duration of your Factory

Powertrain Warranty as defined in the owner's manual and published by the manufacturer or 7 years whichever comes first.. Maintenance rebate are a mail in rebate. Rebates are in the amount of \$100.00 per rebate. Limit 7. This rebate is only available if you have Tractor Sure Ultimate Coverage. Example of Maintenance Schedule are: 50 hr. Service, 200 hr. Service etc.

How to obtain Maintenance Rebate Take your machine to your original dealer and have the appropriate rebate card filled out that you received from Agri-Sure prior to maintenance being performed, in consecutive order (Rebates 1-7). Mail the rebate to: Agri-Sure, LLC. Attn: Maintenance Rebate 115 Pierson Rd. Evening Shade, Ar. 72532 within 30 days of completing the scheduled maintenance. The Dealer service manager, service writer or parts manager must fill out the rebate card and sign it for the rebate to be issued. If you have trouble or questions, you may also make a claim to Claims@agri-sure.com to receive lost rebates, or you can call 833-533-AGRI for further assistance. This is not a guarantee of rebate, if rebates are improperly filed or not filed in order. Skipping a maintenance interval will void all remaining maintenance rebates.

TERMS of Reimbursement Maintenance rebates are provided within the policy document you received from Agri-Sure. The total rebates that are able to be claimed is 7. You must claim each rebate within 30 days of performing scheduled maintenance as described in your owners manual or maintenance schedule from your selling dealer only. . To claim all rebates, each rebate must be received in consecutive order from Rebate 1 - 7. If a maintenance rebate is skipped or not mailed in within 30 days and signed by your dealers service manager, service writer or parts manager, the rebate will not be issued. Rebates will not be issued unless a claim is filed and approved prior to maintenance being performed. Rebates may be issued if proper maintenance items are purchased from the original dealer and you choose to self maintenance. If items are purchased outside of the original dealer, no rebate shall be processed. A claim approval from Agri-Sure is necessary to receive any refunds for this rebate or any other coverages by Agri-Sure. Rebates expire when all coupons have been exhausted, misused or 7 years from purchase date whichever comes first. Limit 1 rebate per manufacturer's scheduled maintenance requirement. You must file your first rebate within 1 year (365 days) of your initial purchase date.

OWNER'S EXTENDED COVERAGE RESPONSIBILITIES

As the engine owner, you are responsible for the performance of the required maintenance listed in your manufacturer operator's manual. By signing a contract with Agri-Sure you agree to retain all receipts covering maintenance on your engine, but Agri-Sure cannot deny a Extended Coverage claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

- As the engine owner, you should be aware, however, that Agri-Sure may deny your Extended coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications. If you have purchased an engine designated "USED", you are responsible for ensuring that engine is operating properly without issue prior to purchase.
- Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.
- You are responsible for presenting your engine to the nearest dealer or service center authorized by Agri-Sure when a problem exists (unless agreed, or as required by law). The Extended Coverage repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- If you have any questions regarding your Extended Service Agreement rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact: Agri-Sure LLC. at 1-833-533-2474, or email claims@agri-sure.com

Section 2:

Trailer Sure

Under the POMLT1 or POMLT2 coverage, any alterations to the structure, hydraulics, axels, electrical or physical damage to the equipment will void the warranty.

Trailer Sure Lifetime - POMLT1 Extended service agreement for trailers covers Axel (s), Structure, Hinges and the manufacturer workmanship against breaks or fails due to mechanical failure or breakage due to manufacturer defect. Coverage repairs may be performed by an accredited trailer dealer, independent service provider, or the owner of the trailer upon approval from Agri-Sure including replacement parts, joints, bolts, welds.

Trailer Sure Lifetime - POMLT1 Coverage for Horse Trailer Specific Models - Lifetime coverage extends under this service agreement to the original owner or purchaser of models designated for Horse Trailer use, to extend the manufacturer's original main frame warranty coverage for lifetime defined as;

- 1) Lifetime of the ownership of the original owner in relationship to the equipment purchased. Transferability of the trailer may be made to the 2nd owner converting to a two year period upon notification to company of such transfer; or
- 2) Natural life of the owner, extending to a two year period to the heirs of the owner upon notification to company of such transfer.

See original manufacturer rules of warranty coverage for a complete list of your covered parts and services available to you under this coverage. This coverage shall begin at the end of all manufacturer warranties, extended service agreements, extended warranties or any other coverage which may supercede or give length in time or circumstance to the equipment presented on an Agri-Sure Service Agreement.

NOTE for Transferability: There will be a fee of \$0 dollars assessed for the transferring of coverage under section 1), or 2) of this item.

NOTE for Deductible: There is a \$0 deductible due upon repairs under this coverage.

Trailer Sure Lifetime Plus - POMLT2 Extended service agreement for trailers covers all of POMLT1 coverage plus Electrical, Brakes (excluding pads), doors, springs, A/C (when applicable), winches and LED lighting (when applicable). Additionally, Roadside assistance is included in this coverage for 3 years (deductible may apply) which includes changing of spare tire (additional tire or tires including original spare must be purchased at owners expense. \$0 Zero Dollar deductible if you have purchased at least 1 additional spare and is present at time of occurrence) and reimbursement of \$175.00. This coverage is only available to trailers manufactured through TrailerMart, Inc.

Note: Roadside assistance is available on the Trailer Sure Plus, or POMLT2 coverage policy. This Roadside assistance is a reimbursement to the owner, in the event assistance is needed. Owners must call Agri-Sure prior to making a claim and gain approval. Agri-Sure be able to get aid in finding a service provider at time of breakdown 24 hrs per day 7 days per week, but does not warrant our ability to attract a service provider nationwide in time, price point or availability. You are responsible to pay for the assistance and receive a reimbursement from Agri-Sure once the work is completed. The process for this service is outlined below:

Step 1: If a failure occurs you must contact Agri-Sure or your selling dealer Immediately. 833-533-AGRI where you will be instructed as to claim approval or denial during business hours which are monday-friday 8:00 AM - 5:00 PM Central Standard Time.

Step 2: You must pay a service provider to assist you with the issue causing the need for roadside assistance

Step 3: Once the work is completed, you must issue a ticket (or receipt) for the work by emailing Claims@agri-sure.com

Step 4: Agri-Sure will reimburse you for the assistance in the amount of \$175.00 (if you have a spare) and \$100.00 (without a spare) regardless if your service ticket is more, or less than the appropriate amount that applies to you.

Trailer Sure Plus - POMT3 Extended service agreement for trailers covers all of POMLT1 coverage for 7 Year period plus Electrical, Brakes (excluding pads), doors, springs, A/C (when applicable), winches and LED lighting (when applicable). Additionally, Roadside assistance is included in this coverage for 3 years (deductible may apply) which includes changing of spare tire (additional tire or tires including original spare must be purchased at owners expense. \$0 Zero Dollar deductible if you have purchased at least 1 additional spare and is present at time of occurrence) and reimbursement of \$175.00. This coverage is only available to trailers manufactured through TrailerMart, Inc.

Note: Roadside assistance is available on the Trailer Sure Plus, or POMLT2 coverage policy. This Roadside assistance is a reimbursement to the owner, in the event assistance is needed. Owners must call Agri-Sure prior to making a claim and gain approval. Agri-Sure be able to get aid in finding a service provider at time of breakdown 24 hrs per day 7 days per week, but does not warrant our ability to attract a service provider nationwide in time, price point or availability. You are responsible to pay for the assistance and receive a reimbursement from Agri-Sure once the work is completed. The process for this service is outlined below:

Step 1: If a failure occurs you must contact Agri-Sure or your selling dealer Immediately. 833-533-AGRI where you will be instructed as to claim approval or denial during business hours which are monday-friday 8:00 AM - 5:00 PM Central Standard Time.

Step 2: You must pay a service provider to assist you with the issue causing the need for roadside assistance

Step 3: Once the work is completed, you must issue a ticket (or receipt) for the work by emailing Claims@agri-sure.com

Step 4: Agri-Sure will reimburse you for the assistance in the amount of \$175.00 (if you have a spare) and \$100.00 (without a spare) regardless if your service ticket is more, or less than the appropriate amount that applies to you. .

EXCLUSIONS TO POMLT1 & 2 & 3 EXTENDED SERVICE AGREEMENT This extended Service Agreement will cancel upon but not limited to the following

- . Abuse or neglect
- . Aftermarket alterations or alterations not installed by the original selling dealer or manufacturer
- . Alterations or abuse or improper maintenance of hydraulics, axle (s), or electrical systems
- . Aftermarket accessories not manufactured by original manufacturer
- . Unauthorized Users
- . Physical damage due to misuse, accident or neglect will not be covered and WILL VOID THIS EXTENDED SERVICE AGREEMENT

TWP3 - Tire & Wheel Protection 3 Year - Coverage for Wheel and Tire Only. Coverage amount limit is \$3,000, for the duration of the 3 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment.

SEE SECTION "How to Make a Tire and Wheel Reimbursement Claim". This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$3,000 during the 3 year term.

TWP5 - Tire & Wheel Protection 5 Year - Coverage for Wheel and Tire Only. Coverage amount limit is \$5,000, for the duration of the 5 year term.

Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE**

SECTION "How to Make a Tire and Wheel Reimbursement Claim". This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$5,000 during the 5 year term.

Coverage is not supported due to:

- a. Misuse or abuse of tire/wheel and its components
- b. Failure to rotate and balance tires as stated by the manufacturer rules and guidelines or mismounting or placement
- c. Routine maintenance; Ex: Tires needing to be replaced due to normal wear and tear.

HOW to Make a Travel Reimbursement or Tire and Wheel Claim: To make a claim you may submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI or contact your service provider (original dealer) and have them make the claim for you prior to machine arrival. Failure to properly file a claim will result in a denial of reimbursement for travel.

Administrative Fee for continued coverage: Your lifetime policy requires being readministered every Decade or 10 year period or 3,650 days from the date of purchase. You will be charged an administrative fee for this processing once every 10 years. Failure to pay this administrative fee will cancel your coverage. The administrative fee for lifetime powertrain coverage is \$295.00 and this fee will be charged as an administrative fee once every 10 years in lieu of any deductible toward policy claims, regardless of the number of policy claims made during the 10 year period.

Section 3:

Utility Sure

What This Extended Service Agreement Covers This Extended Service Agreement covers defects in materials or workmanship of Genuine Manufacturer parts only. Certain accessories are sold by different manufacturers, but are covered under the manufacturers' original Warranty and excluded from this extended service agreement. Unless specified in a particular policy these include, but are not limited to: Hydraulics, Electronics, Winches, Hay and Forage Equipment, Blades, Electrical Systems and Switches, or any other after-market part or accessory, structural modifications, or modifications which may be applied in weld, pin, bolt or tie. This Extended Service Agreement has no restriction of hours or hour meter and is an unlimited hour Extended Service Agreement.

What This Extended Service Agreement Does NOT Cover Agri-Sure Limited Extended Service Agreement is designed to cover the same parts as the original manufacturer Warranty. However some differences not stated in your original manufacturer Warranty in exclusions may apply. **This Extended Service Agreement Does NOT Cover Failures Caused By:**

- Abusive operation
- Natural calamities (including varmints, rodents, or animals of any species)
- Unauthorized modifications
- Improper repairs
- Use of non-Genuine Manufacturer parts. (Unless approved by Agri-Sure)
- Neglected maintenance/incorrect operation (specified in Manufacture Operator's Manual)
- Unapproved attachments
- Usage by unauthorized persons: Any non owner or non W2 Employee
- Usage which is contrary to the intended purpose
- Theft or any repairs that may be required after recovery
- Road Hazard or Hazard during travel including any system failures, leaks or circumstances arising during transport
- Illegal Activities (Use of machine for illegal activity will void extended coverage)
- Physical damage due to misuse, accident or neglect will not be covered and WILL VOID THIS EXTENDED SERVICE AGREEMENT
- Corrosion due to improper maintenance or neglect, weathering or circumstance caused by a previous owner which causes a fail
- Vandalism of any kind WILL VOID THIS EXTENDED SERVICE AGREEMENT.
- No Benefit to Bailee conditions apply to all coverage
- On Road use is prohibited even when legality applies in your state. Any on road use (except transport between properties for commercial applications) WILL VOID THIS SERVICE AGREEMENT.
- Failure of a covered part shall not be covered if the failure is caused by a non covered part due to use, circumstance, or application.
- Improper system fluid levels
- Failure to have a systems check done within 30 days of a part or system failure by an accredited service facility will decline coverage for that failure.

***This Extended Service Agreement does NOT cover replacement of Wear or Maintenance items including, but not limited to:**

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants, coolants, and fluids (unless used during an authorized repair)
- Belts or hoses of any kind
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks
- Pickup or delivery of the equipment
- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)
- Repairs performed by Non Authorized Dealers
- Batteries
- Wheels, Hubs or Tracks
- Labor hour charges which may be in excess of the pre negotiated disclosures set forth in your dealers, dealer agreement.

How to Obtain Extended Coverage Service To obtain Extended Service agreement service under the terms and conditions of the Agri-Sure Limited Extended Coverage, you must deliver the product to an authorized dealer or service center, along with proof of purchase. Agri-Sure recommends that you choose to service your equipment with the dealer from whom it was purchased for the Extended Coverage repair. If that is not possible or inconvenient, it may be taken to any authorized dealer. Extended Coverage repairs may be made at the customer's location by an authorized service agent or dealer at Agri-Sure's discretion. If this option is chosen, there may be additional charges to you that this Extended Coverage will not cover in either pickup & delivery, or for travel time and mileage, unless agreed to or as required by law. All claims must be approved in writing prior to work being performed.

Transferability of Warranties If you decide to sell your Agri-Sure covered machine, any remaining term Extended coverage (ie. if 3 years of bumper to bumper is purchased and the machine is sold after year 1 of coverage, there are 2 years remaining of bumper to bumper coverage.) may be transferred to the new owner. Contact your dealer for details. All warranties are transferable including all FMNUPT Utility-Sure and Utility-Sure extended coverages. Utility-Sure Extended Coverage may be converted to the next owner for a 2 year period from date of sale or claim of transfer. For questions regarding this action contact your dealer or call Agri-Sure at 1833-533-2474 or email claims@agri-sure.com Fees may apply to transfer NUPT, FMNUPT or any other lifetime coverage.

Deductibles Each Extended Warranty through Agri-Sure holds a deductible. Deductible amounts vary, based on the type or horsepower of machine you purchased. Your Extended Warranty contract will indicate the deductible amount and deductibles range from \$0, \$150, \$250, and \$500 U.S. Dollars.

Cancellation Fee Upon cancellation of an Extended Warranty, there will be a \$50 early cancellation fee applied to the cancellation amount. The application of this deduction begins 30 days after the contract date of the contract Signed by the owner (known as Free Look Period). Lifetime coverage is calculated against a 10 year time period prorated by days against 3,650 days from the date of the original purchase date as stated on the Service Agreement Contract or manufacturer's original registration date on file, which was filed by your dealer at time of purchase.

Right To Make Changes Agri-Sure reserves the right to make any changes to coverage with written notice to you, at any time and for any reason.

Length of Extended Service Agreement Coverage The length of Extended coverage from Agri-Sure is not the same for all models. Some models have a specified time period only while others may not be limited to time. All Warranties from Agri-Sure are without limit to the hours or hour-meter, with the exception of NU15, or NU10 warranties (New Unlimited Power Train or 15,000 hours, & New Unlimited Power Train or 10,000 Hours). The limitation of time or date occurring determines whether or not a product is within the Extended Warranty period.

Models that are considered mobile equipment (i.e. tractors) usually have two levels of Warranty coverage. The BASIC Warranty covers the entire unit, whereas the POWERTRAIN or ENGINE Warranty covers only the driveline and/or engine components as specified on the following page.

Driveline and Diesel Engine included in POWERTRAIN Extended Service Agreement Including NUPT, FMNPT, UPT, N100 Plans Tractor Sure Lifetime or Tractor Sure Plus Agreements.

- Diesel Engine only included in ENGINE Extended Warranty
- Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.
- Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.
- NOTE: Farm Maintenance and Utility New Unlimited Powertrain Extended Plans or FMNPT, N100, or Utility-Sure Lifetime fall under this coverage for unlimited time to the first owner of the machine survivability, or until the selling dealer is no longer in business, or the Manufacturer is no longer in business, sale or trade of the machine, or owners death whichever comes first. Both NU15 and NU10 warranties expire after an hour limit that may expire the Extended Service Plan before the time limit can be reached. If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the powertrain Extended Coverage. Any failure whether approved or denied in coverage will exclude that system from further approval after the first claim is made of that system. Lifetime Coverage Value shall not exceed \$5,000.00 in total for Zero Turns or UTV's.

Q. Utility Sure Lifetime FMNPT & FMNPTS - Zero Turn Mowers or UTV's - \$5,000.00 or \$7,500 total coverage - \$0.00 or \$500.00 deductible

R. Travel Sure Coverage may be purchased separately to aid in travel for manufacturer scheduled maintenance intervals, but excludes general maintenance. - Comprehensive coverage including powertrain - \$0 deductible.

S. Utility Sure Plus - Coverage limit meets the total amount paid of tractor, zero turn mowers, UTV's, and light construction equipment including implements that were purchased at time of sale on the originating bill of sale, or the Actual cash value of the machine or implement at time of failure, whichever is the lesser at time of failure up to \$120,000.00 - Comprehensive coverage including powertrain - \$0 deductible & 3 year max term beginning upon the expiration of OEM Factory coverage.

Travel Sure Coverage may be purchased separately to aid in travel for manufacturer scheduled maintenance intervals, but excludes general maintenance. - Comprehensive coverage including powertrain - \$0 deductible.

T. Utility Sure Ultimate - Coverage limit is \$50,000.00 or the amount paid for the tractor, zero turn mowers, UTV's, and light construction equipment including implements whichever is the lessor, that were purchased at time of sale on the originating bill of sale, or the actual cash value of the machine or implement at time failure, whichever is the lesser at time of failure. This coverage also includes travel reimbursement during the policy term for mechanical breakdowns or maintenance where coverage is approved by the manufacturer or Agri-Sure as an approved claim. This coverage also includes Maintenance Rebate in the amount of \$100.00 per rebate per scheduled maintenance, limited to 5 potential rebates, as defined by the manufacturer. See your owners manual or maintenance guide for details. **Travel Sure** - Included in coverage including up to 5 travel assistance reimbursement for Utility Sure policies at \$175.00 per approved assistance claims.

U. TWP3 - Tire & Wheel Protection 3 Year - Coverage for Wheel and Tire Only. Coverage amount limit is \$3,000, for the duration of the 3 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a

claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE SECTION “ How to Make a Tire and Wheel Reimbursement Claim”**. This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$3,000 during the 3 year term.

- V. **TWP5 - Tire & Wheel Protection 5 Year** - Coverage for Wheel and Tire Only. Coverage amount limit is \$5,000, for the duration of the 5 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE SECTION “ How to Make a Tire and Wheel Reimbursement Claim”**. This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$5,000 during the 5 year term.

Coverage is not supported due to:

- a. Misuse or abuse of tire/wheel and its components
- b. Failure to rotate and balance tires as stated by the manufacturer rules and guidelines or mismatching or placement
- c. Routine maintenance; Ex: Tires needing to be replaced due to normal wear and tear.

HOW to Make a Travel Reimbursement or Tire and Wheel Claim: To make a claim you may submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI or contact your service provider (original dealer) and have them make the claim for you prior to machine arrival. Failure to properly file a claim will result in a denial of reimbursement for travel.

Administrative Fee for continued coverage: Your lifetime policy requires being readministered every Decade or 10 year period or 3,650 days from the date of purchase. You will be charged an administrative fee for this processing once every 10 years. Failure to pay this administrative fee will cancel your coverage. The administrative fee for lifetime powertrain coverage is \$195.00 and this fee will be charged as an administrative fee once every 10 years in lieu of any deductible toward policy claims, regardless of the number of policy claims made during the 10 year period.

Other Available Services You may have elected to purchase a Utility Sure Lifetime ULTIMATE, or a Utility Sure Plus coverage policy. These policies include either the lifetime powertrain coverage or the Comprehensive (Commonly called Bumper to Bumper) coverage as described above and in your manufactures owners manual. Utility Sure Ultimate Coverage types include the following:

- 2) **Travel Reimbursement** to the original owner in the amount of \$175.00. This reimbursement requires \$0 Deductible. **IMPORTANT NOTE:** please see the above exclusions for coverage such as unauthorized users. Reimbursement will not be issued if the issue or fail occurred while being operated by a non owner or non w2 employee of your machine.

TERMS of Reimbursement You will be allowed 1 travel reimbursement per year beginning upon the sale date of your machine and ending in the term of 5 years in the amount of \$175.00 per Travel Reimbursement Claim with your original dealer. You must first make a claim to Agri-Sure immediately and prior to ordering travel assistance from any service provider (even if the cause of fail falls under the manufacturer guidelines and is paid for by the manufacturer warranty). If you do not utilize the travel reimbursement in the first year, you will NOT be reimbursed for two in the second year. You will receive no reimbursement at the end of the coverage term for non used claims. You have 365 days from the date of purchase to issue a claim for travel reimbursement or your reimbursement may be covered but could limit the total number of reimbursements you are entitled.

- b. You are responsible for paying for the travel. Once the work is completed and with your claim approval, Agri-Sure will issue you a check up to 1 time per year as outlined above in section TERMS of Reimbursement in the amount of \$175.00 whether the total travel costs is higher or lower than this amount, or may pay your service provider directly. 5 Travel Reimbursement Claims are allowed with Utility Sure Policies, limit 1 per year.

HOW to Make a Travel Reimbursement or Tire and Wheel Claim: To make a claim you may submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI or contact your service provider (original dealer) and have them make the claim for you prior to machine arrival. Failure to properly file a claim will result in a denial of reimbursement for travel.

Driveline and Diesel Engine included in Limited Basic Extended Service Agreement (commonly called Bumper to Bumper) Including NWAM, FMUT, UBB, POMUBB, POMUPT121, UTILITY SURE USED Plans or TRACTOR SURE USED, TRACTOR SURE USED PLUS, TRACTOR SURE PEACE OF MIND, TRACTOR SURE PEACE OF MIND USED 121 HP OR LARGER MACHINES and TRACTOR SURE PLUS (new) Coverage

- Diesel Engine only included in ENGINE Extended Warranty
- Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.
- Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

NOTE: New or Used Unlimited Hour Extended Plans for basic limited coverage and Powertrain coverage or NWAM, FMUT, UBB, POMUBB, POMUPT121 or Utility Sure Used Powertrain fall under this coverage for unlimited hours to the first owner of the machine survivability, or until the selling dealer is no longer in business, or the Manufacturer is no longer in business, sale or trade of the machine, or owners death whichever comes first or the term expiration date. If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the Extended Coverage for all coverages. Coverage Value shall not exceed \$15000.00 in total for tractors or commercial equipment which may be entitled to coverage under any of the codes or coverage titles listed, unless specified under the code.. Coverage shall not exceed \$5000.00 in total for Zero-Turn mowers and UTV'S, unless specified under the code. No repair for a system shall be covered during the duration of the terms set more than 1 time during the term whether the claim is approved or denied for a system. Transferability is available for all policies. Transfer fee of \$100 applies to all policies and must be collected before the transfer is complete.

W. Zero Turn and Utility Machines - All coverage terms for Zero Turn or Utility machines where coverage falls under a Farm Maintenance & Utility category or Commercial Equipment listed in this section shall not exceed \$7,500.00 or \$5,000.00 of coverage in total during the duration of the extended coverage contract, or shall not exceed the Actual Cash Value (ACV) of the machine at time of fail, whichever is the lesser of the ACV or \$7,500.00 or \$5,000.00 (depending on policy) in value unless otherwise stated on your policy.. **See Construction Sure Section of this document for information about construction equipment.**

Driveline and Gas Engine included in PowerTrain Extended Warranty including FMNUPT, FMUT, POMLTT1, POMLTT2 or Trailer Sure

Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

- Gas Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, fuel pumps, alternators, batteries and exhaust components, or external belts, hoses, seals or gaskets.

Note: Some components are covered by emissions Extended Warranty. See the emissions Extended Warranty pertaining to your engine for a list of covered components within your OEM Warranty guide.

Length of Extended Service Agreement for Service Parts Service parts are warranted from the manufacture of that part and vary in time from manufacturer to manufacturer. If after replaced, a new defect occurs within the varied time period of manufacturer parts warranties, the manufacturer part Warranty will pay the cost of a new part, and labor. Agri-Sure Extended Coverage works as a secondary coverage to the part, once the manufacturer part Warranty has expired, or until the Agri-Sure Extended Coverage has expired.

Other Available Services You may have elected to purchase a Utility Sure Lifetime ULTIMATE, or a Utility Sure Plus ULTIMATE coverage policy. These policies include either the lifetime powertrain coverage or the Comprehensive (Commonly called Bumper to Bumper) coverage as described above and in your manufactures owners manual. Both Tractor Sure Ultimate Coverage types include the following:

- 3) **Travel Reimbursement** to the original owner in the amount of \$175.00. This reimbursement requires \$0 Deductible. **IMPORTANT NOTE:** please see the above exclusions for coverage such as unauthorized users. Reimbursement will not be issued if the issue or fail occurred while being operated by a non owner or non w2 employee of your machine.

TERMS of Reimbursement You will be allowed 1 travel reimbursement per year beginning upon the sale date of your machine and ending in a 2 year period or 24 months or 730 days in the amount of \$175.00 per Travel Reimbursement Claim. You must first make a claim to Agri-Sure immediately and prior to ordering travel assistance from any service provider (even if the cause of fail falls under the manufacturer guidelines and is paid for by the manufacturer warranty). If you do not utilize the travel reimbursement in the

first year, you will NOT be reimbursed for two in the second year. You will receive no reimbursement at the end of the coverage term for non used claims.

- c. You are responsible for paying for the travel. Once the work is completed and with your claim approval, Agri-Sure will issue you a check up to 1 time per year as outlined above in section TERMS of Reimbursement in the amount of \$175.00 whether the total travel costs is higher or lower than this amount.

HOW to Make a Travel Reimbursement Claim To make a claim you may submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI or contact your service provider and have them make the claim for you prior to machine arrival.

2) **Maintenance Reimbursement Rebate** to the original owner to cover required maintenance as scheduled in your maintenance handbook provided by your dealer and copyrighted by the manufacturer for the entire duration of your Factory Powertrain Warranty or a 7 year period regardless of manufacturer powertrain duration when a Utility Sure ULTIMATE policy plan has been selected, as defined in the owner's manual and published by the manufacturer or the amount of \$100.00 1 time per year for a 7 year period per maintenance. Your year begins on the purchase date of your machine and ends in 7 years. You are allowed 1 rebate per year.

TERMS of Reimbursement Maintenance rebates are provided within the policy document you received from Agri-Sure. The total rebates that are able to be claimed is 7. You must claim each rebate within 30 days of performing scheduled maintenance as described in your owners manual or maintenance schedule from your selling dealer only. . To claim all rebates, each rebate must be received in consecutive order from Rebate 1 - 7. If a maintenance rebate is skipped or not mailed in within 30 days and signed by your dealers service manager, service writer or parts manager, the rebate will not be issued. Rebates will not be issued unless a claim is filed and approved prior to maintenance being performed. Rebates may be issued if proper maintenance items are purchased from the original dealer and you choose to self maintenance. If items are purchased outside of the original dealer, no rebate shall be processed. A claim approval from Agri-Sure is necessary to receive any refunds for this rebate or any other coverages by Agri-Sure. Rebates expire when all coupons have been exhausted, misused or 7 years from purchase date whichever comes first. Limit 1 rebate per manufacturer's scheduled maintenance requirement. You must file your first rebate within 1 year (365 days) of your initial purchase date.

HOW to Make Maintenance Reimbursement Claim To make a claim you or your dealer must submit an email for approval to Claims@agri-sure.com or call our toll free number at 1-833-533-AGRI upon machine arrival. If you perform self service, prior to purchasing items for maintenance, you must contact Agri-Sure for approval. You must purchase your maintenance items from your original selling dealer to receive the rebate.

OWNER'S EXTENDED COVERAGE RESPONSIBILITIES

As the engine owner, you are responsible for the performance of the required maintenance listed in your manufacturer operator's manual. By signing a contract with Agri-Sure you agree to retain all receipts covering maintenance on your engine, but Agri-Sure cannot deny a Extended Coverage claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

- As the engine owner, you should be aware, however, that Agri-Sure may deny your Extended coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications. If you have purchased an engine designated "USED", you are responsible for ensuring that engine is operating properly without issue prior to purchase.
- Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.
- You are responsible for presenting your engine to the nearest dealer or service center authorized by Agri-Sure when a problem exists (unless agreed, or as required by law). The Extended Coverage repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- If you have any questions regarding your Extended Service Agreement rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact: Agri-Sure LLC. at 1-833-533-2474, or email claims@agri-sure.com

Section 4:

Construction Sure

What This Extended Service Agreement Covers This Extended Service Agreement covers defects in materials or workmanship of Genuine Manufacturer parts only. Certain accessories are sold by different manufacturers, but are covered under the manufacturers' original Warranty and

excluded from this extended service agreement. Unless specified in a particular policy these include, but are not limited to: Hydraulics, Electronics, Winches, Hay and Forage Equipment, Blades, Electrical Systems and Switches, or any other after-market part or accessory, structural modifications, or modifications which may be applied in weld, pin, bolt or tie. This Extended Service Agreement has no restriction of hours or hour meter and is an unlimited hour Extended Service Agreement. Construction - Sure coverage shall not exceed 3 years of powertrain coverage for New Equipment or 1 Year of coverage for Used Equipment sold under the "peace of mind used bumper to bumper" coverage which may be offered for used construction equipment for Basic limited warranty coverage on some used construction equipment.

What This Extended Service Agreement Does NOT Cover Agri-Sure Limited Extended Service Agreement is designed to cover the same parts as the original manufacturer Warranty. However some differences not stated in your original manufacturer Warranty in exclusions may apply. **This Extended Service Agreement Does NOT Cover Failures Caused By:**

- Abusive operation
- Natural calamities (including varmints, rodents, or animals of any species)
- Unauthorized modifications
- Improper repairs
- Use of non-Genuine Manufacturer parts. (Unless approved by Agri-Sure)
- Neglected maintenance/incorrect operation (specified in Manufacture Operator's Manual)
- Unapproved attachments
- Usage by unauthorized persons
- Usage which is contrary to the intended purpose
- Theft or any repairs that may be required after recovery
- Road Hazard or Hazard during travel including any system failures, leaks or circumstances arising during transport
- Illegal Activities (Use of machine for illegal activity will void extended coverage)
- Physical damage due to misuse, accident or neglect will not be covered and WILL VOID THIS EXTENDED SERVICE AGREEMENT
- Corrosion due to improper maintenance or neglect, weathering or circumstance caused by a previous owner which causes a fail
- Vandalism of any kind WILL VOID THIS EXTENDED SERVICE AGREEMENT.
- No Benefit to Bailee conditions apply to all coverage
- On Road use is prohibited even when legality applies in your state. Any on road use (except transport between properties for commercial applications) WILL VOID THIS SERVICE AGREEMENT.
- Failure of a covered part shall not be covered if the failure is caused by a non covered part due to use, circumstance, or application.
- Improper system fluid levels
- Failure to have a systems check done within 30 days of a part or system failure by an accredited service facility will decline coverage for that failure.

***This Extended Service Agreement does NOT cover replacement of Wear or Maintenance items including, but not limited to:**

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs

- Window glass
- Lubricants, coolants, and fluids (unless used during an authorized repair)
- Belts or hoses of any kind including Lines used for electrical or fuel
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks
- Pickup or delivery of the equipment
- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)
- Repairs performed by Non Authorized Dealers
- Batteries
- Wheels, Hubs or Tracks
- Labor hour charges which may be in excess of the pre negotiated disclosures set forth in your dealers, dealer agreement.

How to Obtain Extended Coverage Service To obtain Extended Service agreement service under the terms and conditions of the Agri-Sure Limited Extended Coverage, you must deliver the product to an authorized dealer or service center, along with proof of purchase. Agri-Sure recommends that you choose to service your equipment with the dealer from whom it was purchased for the Extended Coverage repair. If that is not possible or inconvenient, it may be taken to any authorized dealer. Extended Coverage repairs may be made at the customer's location by an authorized service agent or dealer at Agri-Sure's discretion. If this option is chosen, there may be additional charges to you that this Extended Coverage will not cover in either pickup & delivery, or for travel time and mileage, unless agreed to or as required by law. All claims must be approved in writing prior to work being performed.

Transferability of Warranties If you decide to sell your Agri-Sure covered machine, any remaining term Extended coverage (ie. if 3 years of bumper to bumper is purchased and the machine is sold after year 1 of coverage, there are 2 years remaining of bumper to bumper coverage.) may be transferred to the new owner. Contact your dealer for details. All warranties are transferable including Construction-Sure and transferred from date of sale or claim of transfer. For questions regarding this action contact your dealer or call Agri-Sure at 1833-533-2474 or email claims@agri-sure.com Fees may apply to transfer any powertrain coverage.

Deductibles Each Extended Warranty through Agri-Sure holds a deductible. Deductible amounts vary, based on the type or horsepower of machine you purchased. Your Extended Warranty contract will indicate the deductible amount and deductibles range from \$150, \$250, and \$500 U.S. Dollars. All Construction Sure coverages hold a \$500.00 deductible.

Cancellation Fee Upon cancellation of an Extended Warranty, there will be a \$50 early cancellation fee applied to the cancellation amount. The application of this deduction begins 30 days after the contract date of the contract Signed by the owner (known as Free Look Period).

Right To Make Changes Agri-Sure reserves the right to make any changes to coverage with written notice to you, at any time and for any reason.

Length of Extended Service Agreement Coverage The length of Extended coverage from Agri-Sure is not the same for all models. Some models have a specified time period only while others may not be limited to time. All Warranties from Agri-Sure are without limit to the hours or hour-meter, with the exception of NU15, or NU10 warranties (New Unlimited Power Train or 15,000 hours, & New Unlimited Power Train or 10,000 Hours). The limitation of time or date occurring determines whether or not a product is within the Extended Warranty period.

Models that are considered mobile equipment (i.e. tractors) usually have two levels of Warranty coverage. The BASIC Warranty covers the entire unit, whereas the POWERTRAIN or ENGINE Warranty covers only the driveline and/or engine components as specified on the following page.

Driveline and Diesel Engine included in POWERTRAIN Extended Service Agreement Including NUPT, FMNUPT, UPT, N100 Plans Tractor Sure Lifetime or Tractor Sure Plus Agreements.

- Diesel Engine only included in ENGINE Extended Warranty
- Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.
- Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.
- NOTE: If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the powertrain Extended Coverage. Any failure whether approved or denied in coverage will exclude that system from further approval after the first claim is made of that system. Coverage Value shall not exceed \$10,000.00 in total for Construction Equipment unless there is a purchase option made to increase this limit at an additional premium to you.

X. Construction Equipment- \$10,000.00 total coverage

Driveline and Diesel Engine included in Limited Basic Extended Service Agreement (commonly called Bumper to Bumper) Including NWAM, FMUT, UBB, POMUBB, POMUPT121, UTILITY SURE USED Plans or TRACTOR SURE USED, TRACTOR SURE USED PLUS, TRACTOR SURE PEACE OF MIND, TRACTOR SURE PEACE OF MIND USED 121 HP OR LARGER MACHINES and TRACTOR SURE PLUS (new) Coverage

- Diesel Engine only included in ENGINE Extended Warranty
- Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.
- Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.
- **NOTE:** New or Used Unlimited Hour Extended Plans for basic limited coverage and Powertrain coverage or NWAM, FMUT, UBB, POMUBB, POMUPT121 or Utility Sure Used Powertrain fall under this coverage for unlimited hours to the first owner of the machine survivability, or until the selling dealer is no longer in business, or the Manufacturer is no longer in business, sale or trade of the machine, or owners death whichever comes first or the term expiration date. If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the Extended Coverage for all coverages. Coverage Value shall not exceed \$15000.00 in total for tractors or commercial equipment which may be entitled to coverage under any of the codes or coverage titles listed. Coverage shall not exceed \$5000.00 in total for Zero-Turn mowers and UTV'S. No repair for a system shall be covered during the duration of the terms set more than 1 time during the term whether the claim is approved or denied for a system.

Y. Tractors & Construction Machines - All coverage terms for tractors or construction machines where coverage falls under a tractor category or Commercial Equipment listed in this section shall not exceed \$10,000.00 of coverage in total during the duration of the extended coverage contract, or shall not exceed the Actual Cash Value (ACV) of the machine at time of fail, whichever is the lesser of the ACV or \$10,000.00 in value. **See the Tractor - Sure Section of this document for information about Farm Tractors.**

Driveline and Gas Engine included in PowerTrain Extended Warranty including Construction Sure or all coverages offered by Agri-Sure

Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

· Gas Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, fuel pumps, alternators, batteries and exhaust components, or external belts, hoses, seals or gaskets.

Note: Some components are covered by emissions Extended Warranty. See the emissions Extended Warranty pertaining to your engine for a list of covered components within your OEM Warranty guide.

Length of Extended Service Agreement for Service Parts Service parts are warranted from the manufacture of that part and vary in time from manufacturer to manufacturer. If after replaced, a new defect occurs within the varied time period of manufacturer parts warranties, the manufacturer part Warranty will pay the cost of a new part, and labor. Agri-Sure Extended Coverage works as a secondary coverage to the part, once the manufacturer part Warranty has expired, or until the Agri-Sure Extended Coverage has expired.

OWNER'S EXTENDED COVERAGE RESPONSIBILITIES

As the engine owner, you are responsible for the performance of the required maintenance listed in your manufacturer operator's manual. By signing a contract with Agri-Sure you agree to retain all receipts covering maintenance on your engine, but Agri-Sure cannot deny a Extended Coverage claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

· As the engine owner, you should be aware, however, that Agri-Sure may deny your Extended coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications. If you have purchased an engine designated "USED", you are responsible for ensuring that engine is operating properly without issue prior to purchase.

· Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

· You are responsible for presenting your engine to the nearest dealer or service center authorized by Agri-Sure when a problem exists (unless agreed, or as required by law). The Extended Coverage repairs should be completed in a reasonable amount of time, not to exceed 30 days.

· If you have any questions regarding your Extended Service Agreement rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact: Agri-Sure LLC. at 1-833-533-2474, or email claims@agri-sure.com

Section 5: Golf Sure

What This Extended Service Agreement Covers This Extended Service Agreement covers defects in materials or workmanship of Genuine Manufacturer parts only. Certain accessories are sold by different manufacturers, but are covered under the manufacturers' original Warranty and excluded from this extended service agreement. Unless specified in a particular policy these include, but are not limited to: Hydraulics, Electronics, Winches, Hay and Forage Equipment, Blades, Electrical Systems and Switches, or any other after-market part or accessory, structural modifications, or modifications which may be applied in weld, pin, bolt or tie. This Extended Service Agreement has no restriction of hours or hour meter and is an unlimited hour Extended Service Agreement. Construction - Sure coverage shall not exceed 3 years of powertrain coverage for New Equipment or 1 Year of coverage for Used Equipment sold under the "peace of mind used bumper to bumper" coverage which may be offered for used construction equipment for Basic limited warranty coverage on some used construction equipment.

Below are the systems, parts, and components covered under Golf Sure Lifetime.

Engine: All internally lubricated parts contained within the engine; valve covers; intake manifolds; oil pump; valves; engine mounts; cylinder head(s); engine block/crankcase and cylinder barrels.

Transmission: Internally lubricated parts contained within the transmission; gears; bearings; internal drive gears; transmission case. Clutch assembly and cables are NOT covered.

Primary Drive: Internally lubricated parts (excluding clutch and hub assemblies) contained within the primary drive case; gears; bearings; internal drive gears and chains; internal selector mechanism; case.

Drive Assemblies: Differential housing; transaxle housing; final drive housing; internally lubricated parts; axle shaft(s); constant velocity joints; universal joints; drive shafts; locking hubs; hub bearings; locking rings; supports; retainers and bearings. Suspension, Front and Rear: Internally lubricated parts within the forks/fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle; shocks.

Steering: Upper and lower steering stem bearings and bushings; axle; steering stem; steering stem nut and rod ends; steering stem shaft, handlebar.

Golf Sure Plus - Below are the systems, parts, and components covered under Golf Sure Plus

Brakes: Brake backing plates; brake hubs; disc rotors; calipers; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; securing hardware.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier; stator assembly; rotor assembly; CDI control box/electronic ignition control module; on-board computer (OBC); computer fail safe system; MCor; controller; 48 Volt to 12 Volt converter; electronic speed controller magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. Light bulbs are not covered.

Fuel: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves; and actuating lever.

Seals & Gaskets: Are covered when replaced in conjunction with a BREAKDOWN For all Covered Parts listed above. Seals and Gaskets are not covered when a failure occurs due to a seal or gasket failure whether considered an internal or external seal or gasket.

The engine block and cylinder heads are covered only if damage is caused by BREAKDOWN of an internally lubricated part. Drive axle housing including pinion bearings, side carrier bearings, ring and pinion gears, carrier assembly, thrust washers, axles, axle bearings, constant velocity joints, internal transaxle seal, and drive axle housing, if damaged by the BREAKDOWN of an internally lubricated part. Seals and gaskets are covered when replaced in conjunction with a covered BREAKDOWN.

- Z. **TWP3 - Tire & Wheel Protection 3 Year** - Coverage for Wheel and Tire Only. Coverage amount limit is \$3,000, for the duration of the 3 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE SECTION "How to Make a Tire and Wheel Reimbursement Claim"**. This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$3,000 during the 3 year term.

- AA. **TWP5 - Tire & Wheel Protection 5 Year** - Coverage for Wheel and Tire Only. Coverage amount limit is \$5,000, for the duration of the 5 year term. Tires must be rotated and balanced according to manufacturers rules/guidelines and proof may be required before a claim is approved. This coverage will require photographic evidence of damaged tire/ wheel before claim will be approved. Claim rules fall into tire and wheel reimbursement category. Claim coverage extends to approved bodily structure damage that may be caused in the event of a failure by a tire or wheel to the equipment. **SEE SECTION "How to Make a Tire and Wheel Reimbursement Claim"**. This coverage is restricted to tire and wheel DAMAGE ONLY. Tire and Wheel Protection will cover repairs, if a repair can be made or replacement of tire/wheel if a repair cannot be made, not to exceed \$5,000 during the 5 year term.

Coverage is not supported due to:

- a. Misuse or abuse of tire/wheel and its components
- b. Failure to rotate and balance tires as stated by the manufacturer rules and guidelines or mismounting or placement
- c. Routine maintenance; Ex: Tires needing to be replaced due to normal wear and tear.

What This Extended Service Agreement Does NOT Cover Agri-Sure Limited Extended Service Agreement is designed to cover the same parts as the original manufacturer Warranty. However some differences not stated in your original manufacturer Warranty in exclusions may apply. **This Extended Service Agreement Does NOT Cover Failures Caused By:**

- Abusive operation
- Natural calamities (including varmints, rodents, or animals of any species)
- Unauthorized modifications
- Improper repairs

- Use of non-Genuine Manufacturer parts. (Unless approved by Agri-Sure)
- Neglected maintenance/incorrect operation (specified in Manufacture Operator's Manual)
- Unapproved attachments
- Usage by unauthorized persons
- Usage which is contrary to the intended purpose
- Theft or any repairs that may be required after recovery
- Road Hazard or Hazard during travel including any system failures, leaks or circumstances arising during transport
- Illegal Activities (Use of machine for illegal activity will void extended coverage)
- Physical damage due to misuse, accident or neglect will not be covered and WILL VOID THIS EXTENDED SERVICE AGREEMENT
- Corrosion due to improper maintenance or neglect, weathering or circumstance caused by a previous owner which causes a fail
- Vandalism of any kind WILL VOID THIS EXTENDED SERVICE AGREEMENT.
- No Benefit to Bailee conditions apply to all coverage
- On Road use is prohibited even when legality applies in your state. Any on road use (except transport between properties for commercial applications) WILL VOID THIS SERVICE AGREEMENT.
- Failure of a covered part shall not be covered if the failure is caused by a non covered part due to use, circumstance, or application.
- Improper system fluid levels
- Failure to have a systems check done within 30 days of a part or system failure by an accredited service facility will decline coverage for that failure.

***This Extended Service Agreement does NOT cover replacement of Wear or Maintenance items including, but not limited to:**

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants, coolants, and fluids (unless used during an authorized repair)
- Belts or hoses of any kind including Lines used for electrical or fuel
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks
- Pickup or delivery of the equipment

- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)
- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)
- Repairs performed by Non Authorized Dealers
- Batteries
- Wheels, Hubs or Tracks
- Labor hour charges which may be in excess of the pre negotiated disclosures set forth in your dealers, dealer agreement.

How to Obtain Extended Coverage Service To obtain Extended Service agreement service under the terms and conditions of the Agri-Sure Limited Extended Coverage, you must deliver the product to an authorized dealer or service center, along with proof of purchase. Agri-Sure recommends that you choose to service your equipment with the dealer from whom it was purchased for the Extended Coverage repair. If that is not possible or inconvenient, it may be taken to any authorized dealer. Extended Coverage repairs may be made at the customer's location by an authorized service agent or dealer at Agri-Sure's discretion. If this option is chosen, there may be additional charges to you that this Extended Coverage will not cover in either pickup & delivery, or for travel time and mileage, unless agreed to or as required by law. All claims must be approved in writing prior to work being performed.

Transferability of Warranties If you decide to sell your Agri-Sure covered machine, any remaining term Extended coverage (ie. if 3 years of bumper to bumper is purchased and the machine is sold after year 1 of coverage, there are 2 years remaining of bumper to bumper coverage.) may be transferred to the new owner. Contact your dealer for details. All warranties are transferable including Construction-Sure and transferred from date of sale or claim of transfer. For questions regarding this action contact your dealer or call Agri-Sure at 1833-533-2474 or email claims@agri-sure.com Fees may apply to transfer any powertrain coverage.

Deductibles Each Extended Warranty through Agri-Sure holds a deductible. Deductible amounts vary, based on the type or horsepower of machine you purchased. Your Extended Warranty contract will indicate the deductible amount and deductibles range from \$0.00 \$150, \$250, and \$500 U.S. Dollars. All Construction Sure coverages hold a \$500.00 deductible.

Cancellation Fee Upon cancellation of an Extended Warranty, there will be a \$50 early cancellation fee applied to the cancellation amount. The application of this deduction begins 30 days after the contract date of the contract Signed by the owner (known as Free Look Period).

Right To Make Changes Agri-Sure reserves the right to make any changes to coverage with written notice to you, at any time and for any reason.

Length of Extended Service Agreement Coverage The length of Extended coverage from Agri-Sure is not the same for all models. Some models have a specified time period only while others may not be limited to time. All Warranties from Agri-Sure are without limit to the hours or hour-meter, with the exception of NU15, or NU10 warranties (New Unlimited Power Train or 15,000 hours, & New Unlimited Power Train or 10,000 Hours). The limitation of time or date occurring determines whether or not a product is within the Extended Warranty period.

Models that are considered mobile equipment (i.e. tractors) usually have two levels of Warranty coverage. The BASIC Warranty covers the entire unit, whereas the POWERTRAIN or ENGINE Warranty covers only the driveline and/or engine components as specified on the following page.

Driveline and Diesel Engine included in POWERTRAIN Extended Service Agreement Including NUPT, FMNUPT, UPT, N100 Plans Tractor Sure Lifetime or Tractor Sure Plus Agreements.

- Diesel Engine only included in ENGINE Extended Warranty
- Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.
- Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

· NOTE: If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the powertrain Extended Coverage. Any failure whether approved or denied in coverage will exclude that system from further approval after the first claim is made of that system. Coverage Value shall not exceed \$10,000.00 in total for Construction Equipment unless there is a purchase option made to increase this limit at an additional premium to you.

BB. Golf Sure - \$5,000 total coverage

Driveline and Diesel Engine included in Limited Basic Extended Service Agreement (commonly called Bumper to Bumper) Including NWAM, FMUT, UBB, POMUBB, POMUPT121, UTILITY SURE USED Plans or TRACTOR SURE USED, TRACTOR SURE USED PLUS, TRACTOR SURE PEACE OF MIND, TRACTOR SURE PEACE OF MIND USED 121 HP OR LARGER MACHINES and TRACTOR SURE PLUS (new) Coverage

· Diesel Engine only included in ENGINE Extended Warranty

· Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

· Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

· **NOTE:** New or Used Unlimited Hour Extended Plans for basic limited coverage and Powertrain coverage or NWAM, FMUT, UBB, POMUBB, POMUPT121 or Utility Sure Used Powertrain fall under this coverage for unlimited hours to the first owner of the machine survivability, or until the selling dealer is no longer in business, or the Manufacturer is no longer in business, sale or trade of the machine, or owners death whichever comes first or the term expiration date. If your machine's Hour meter fails, you must have it repaired immediately and be able to produce a record of repair including date, original hours used, and new hours after repairs are made. Non operational hour meters will void the Extended Coverage for all coverages. Coverage Value shall not exceed \$15000.00 in total for tractors or commercial equipment which may be entitled to coverage under any of the codes or coverage titles listed. Coverage shall not exceed \$5000.00 in total for Zero-Turn mowers and UTV'S. No repair for a system shall be covered during the duration of the terms set more than 1 time during the term whether the claim is approved or denied for a system.

CC. Tractors & Construction Machines - All coverage terms for tractors or construction machines where coverage falls under a tractor category or Commercial Equipment listed in this section shall not exceed \$10,000.00 of coverage in total during the duration of the extended coverage contract, or shall not exceed the Actual Cash Value (ACV) of the machine at time of fail, whichever is the lesser of the ACV or \$10,000.00 in value. *See the Tractor - Sure Section of this document for information about Farm Tractors.*

Driveline and Gas Engine included in PowerTrain Extended Warranty including Construction Sure or all coverages offered by Agri-Sure

Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

· Gas Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, fuel pumps, alternators, batteries and exhaust components, or external belts, hoses, seals or gaskets.

Note: Some components are covered by emissions Extended Warranty. See the emissions Extended Warranty pertaining to your engine for a list of covered components within your OEM Warranty guide.

Length of Extended Service Agreement for Service Parts Service parts are warranted from the manufacture of that part and vary in time from manufacturer to manufacturer. If after replaced, a new defect occurs within the varied time period of manufacturer parts warranties, the manufacturer part Warranty will pay the cost of a new part, and labor. Agri-Sure Extended Coverage works as a secondary coverage to the part, once the manufacturer part Warranty has expired, or until the Agri-Sure Extended Coverage has expired.

OWNER'S EXTENDED COVERAGE RESPONSIBILITIES

As the engine owner, you are responsible for the performance of the required maintenance listed in your manufacturer operator's manual. By signing a contract with Agri-Sure you agree to retain all receipts covering maintenance on your engine, but Agri-Sure cannot deny a Extended Coverage claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

- As the engine owner, you should be aware, however, that Agri-Sure may deny your Extended coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications. If you have purchased an engine designated "USED", you are responsible for ensuring that engine is operating properly without issue prior to purchase.
- Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.
- You are responsible for presenting your engine to the nearest dealer or service center authorized by Agri-Sure when a problem exists (unless agreed, or as required by law). The Extended Coverage repairs should be completed in a reasonable amount of time, not to exceed 30 days.
- If you have any questions regarding your Extended Service Agreement rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact: Agri-Sure LLC. at 1-833-533-2474, or email claims@agri-sure.com

GENERAL TERMS

Governing Law. These Terms and Conditions and any other documents referred to herein shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas.

Venue, Binding Arbitration, and Waiver of Jury Trial. The exclusive venue for any dispute between the Parties in connection with this Terms and Conditions shall be in an arbitration conducted in Ash Flat, Sharp County, Arkansas, by an arbitrator selected by the parties or, if they cannot agree, then an arbitrator shall be selected in accordance with the rules of the American Arbitration Association, drawing upon a competent arbitrator licensed to practice law in the State of Arkansas. The Parties irrevocably waive their right to a trial by jury on all issues arising from or related to this Terms and Conditions and agree, consent, and covenant to submit any dispute arising from or related to this Terms and Conditions, including claims for damages, injunctions, specific performance, indemnity, breach of contract, promissory estoppel, anticipatory repudiation, restitution, unjust enrichment, negligence, intentional torts, defamation, invasion of privacy, misappropriation of trade secrets, and all other claims of whatever kind, including all claims sounding in law and equity, to this binding arbitration. The Parties irrevocably consent to personal jurisdiction in the State of Arkansas for the purposes of this Terms and Conditions. Any disputes in that Arbitration reviewable under Arkansas law by a court shall be exclusively asserted in the state circuit court located in Ash Flat, Sharp County, Arkansas.

Benefit and Burden. This Terms and Conditions shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, executors, administrators, representatives, successors, employees, agents and assigns.

Survival of Provisions of Terms and Conditions. Wherever possible, each provision of these Terms and Conditions shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Terms and Conditions shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of this Terms and Conditions shall not be affected or impaired by that invalidity.

Entire Agreement. All promises, agreements, covenants, representations and warranties, expressed and implied, oral and written, of the Parties concerning these Terms and Conditions are contained in this Agreement. No other promises, agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning these Terms and Conditions. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning this Terms and Conditions are merged herein. This is an integrated agreement.

Amendment and Non-Waiver. This Terms and Conditions and all documents and instruments executed in connection with or in furtherance of this Terms and Conditions may not be amended, modified, or supplemented except by an instrument in writing signed by all of the Parties. Accepting performance contrary to the terms of this Terms and Conditions shall not waive that term or any other expectation.

Independent Advice. The Parties represent and declare that, in executing this Terms and Conditions, they relied solely upon their own judgment, belief, and knowledge, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements governing any matter made by any other Party or by any person representing any other Party.

Cooperation. The Parties represent and warrant that they shall do the acts and execute and deliver all documents necessary, convenient, or desirable to effect all provisions of these Terms and Conditions in a timely and expeditious manner.

Voluntary Terms and Conditions. The Parties further represent and declare that they have carefully read these Terms and Conditions, know its contents and sign the same freely and voluntarily.

No Construction against Any Party. Each Party is cooperating in the drafting and preparation of these Terms and Conditions. Hence, in any construction being made of these Terms and Conditions, the same shall not be construed either for or against any Party.

NOTE: The term Bumper to Bumper is a common slang term used within society to denote comprehensive basic limited coverage. In no way does the use of this term render Agri-Sure responsible for bumpers, or every component in between them, not does the lack of bumpers remove responsibility from Agri-Sure to cover components outlined within these warranty rules, or the rules of coverage as set forth by any manufacturer. If you are confused about any of the terms or coverages listed for your machine, please contact us directly at 833-533-AGRI or see your provider for details and explanations.