

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 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.
- **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.
- **FMNUPT Utility Sure Lifetime** - This coverage denotes the powertrain coverage of a new machine with "Unlimited" hours for farm maintenance and Utility I.E. Commercial Grade Zero Turn Mowers or Commercial 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), Roof, Structure, Hydraulics, 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
- **Utility Sure Used Powertrain** - This coverage denotes powertrain coverage which mirrors the original manufacturer's limited powertrain warranty. This coverage may be provided to you on machines 10 years old or newer for a 2 year term for commercial grade zero turn mowers and UTV's under farm maintenance and utility products. Coverage will begin 60 days after the agreement date. Coverage is only available from dealer out of stock units only. Dealer must provide an inspection copy of machine upon coverage submission.
- **M79 - Maintenance up to 79 HP Machines** - Denotes full maintenance packages that may be provided by your dealer which includes items not typically covered under the manufacturer Limited warranty options. Options such as fluid and filters, blades, brakes, pads, clutch pads, tires, tracks etc. for Farm Maintenance and Utility branded machines (Zero Turn and UTV).

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.

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. Contracts 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.

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.

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. 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
- 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

***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.

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 \$150, \$250, and \$500 U.S. Dollars.

Cancellation Fee Upon cancellation of an Extended Warranty, there will be a \$250 early cancellation fee applied to the cancellation amount. The application of this deduction begins 11 days after the contract date of the contract Signed by the owner. 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 and Utility Sure.

- 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, FMNUPT, or Tractor Sure Lifetime 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 \$10000.00 in total for tractors. Lifetime coverage shall not exceed \$5000.00 in total for Zero-Turn mowers and UTV'S. Coverage totals are broken down in blocks of ownership years, as follow:

- A. **Tractors-** 0-10 years: \$5000.00, 10-20 years: \$3000.00, 20 years +: \$2000.00.
- B. **Zero- Turn Mowers & UTV's:** 0-5 years: \$2500.00, 5-10 years: \$1500.00, 10 years +: \$1000.00.

Value Rules: Neither Tractor-Sure nor Utility-Sure values run concurrently with age of machine. **Example:** If no claim is made in years 0-10, and a claim gets made in year 10-20 of ownership, the total value of coverage is \$3000.00 for Tractor-Sure. If no claim is made in years 5-10, and a claim gets made in years 10+, the total value of coverage is \$1000.00 for Utility-Sure. No claims shall be paid after value totals are met.

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 Types

- 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.

- C. **Tractors-** All coverage terms for tractors where coverage falls under a tractor category or Commercial Equipment listed in this section shall not exceed \$15,000.00 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 \$15,000.00 in value.
- D. **Zero- Turn Mowers & UTV's:** All coverage terms for commercial zero turn mowers and UTV's where coverage falls under the Utility Sure category in this section shall not exceed \$5000 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 \$5,000.00 in value.

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: New Unlimited Powertrain Extended Plans or NUPT, N100, FMNUPT, or Tractor Sure Lifetime 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. Lifetime Coverage Value shall not exceed \$10000.00 in total for tractors. Lifetime coverage shall not exceed \$5000.00 in total for Zero-Turn mowers and UTV'S. Coverage totals are broken down in blocks of ownership years, as follow:

- E. **Tractors**- 0-10 years: \$5000.00, 10-20 years: \$3000.00, 20 years +: \$2000.00.
- F. **Zero- Turn Mowers & UTV's**: 0-5 years: \$2500.00, 5-10 years: \$1500.00, 10 years +: \$1000.00.

Value Rules: Neither Tractor-Sure nor Utility-Sure values run concurrently with age of machine. **Example:** If no claim is made in years 0-10, and a claim gets made in year 10-20 of ownership, the total value of coverage is \$3000.00 for Tractor-Sure. If no claim is made in years 5-10, and a claim gets made in years 10+, the total value of coverage is \$1000.00 for Utility-Sure. No claims shall be paid after value totals are met.

Under the POMLTT1 or POMLTT2 coverage, any alterations to the structure, hydraulics, axels, electrical or physical damage to the equipment will void the warranty.

POMLTT1 Extended service agreement for trailers covers Axel (s), Roof, Structure, Hydraulics, 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 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). 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 towing up to 75 miles. This coverage is only available to trailers manufactured through TrailerMart, Inc.

EXCLUSIONS TO POMLTT1 & 2 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, axel (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

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.
- 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.