

## COMMERCIAL EQUIPMENT SERVICE CONTRACT TERMS AND CONDITIONS

This document sets out the terms and conditions that exclusively govern the Commercial Equipment Service Contract. You are encouraged to familiarize yourself with its contents.

1. Definitions:
  - a. As used herein, "Plan" means the Commercial Equipment Service Contract, in respect of the Goods, sold by the Provider to the Customer in return for a payment that is non-refundable to the extent permitted by applicable law.
  - b. As used herein, "Provider" means EPG Insurance, Inc.
  - c. As used herein, "Customer" means the purchaser of the Plan or an assignee thereof as expressly permitted hereunder.
  - d. As used herein, "New Goods" means eligible equipment that is within the manufacturer's base warranty period or that is up to 4 months beyond the manufacturer's base warranty period subject to prior approval by the Provider and pre-existing condition limitations, or as otherwise defined by the Provider.
  - e. As used herein, "Used Goods" means eligible equipment that is beyond the manufacturer's base warranty period.
2. The Plan is a contract between the Provider and the Customer under which the Provider agrees to protect certain specified whole goods purchased by the Customer (the "Goods") according to the terms and conditions set out herein. THE SCOPE AND EFFECTIVENESS OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.
3. Protection under the Plan applies, exclusively, to specified New Goods or Used Goods sold and registered by authorized dealerships in the United States and operated exclusively in the United States, Puerto Rico and Canada.
4. Protection under the Plan is limited to reimbursement of the cost of parts, and labor for repairs, approved by the Provider, and made by a service center authorized by the Provider, if a defect in material or workmanship is found in the Goods; provided, however, that such reimbursement, as to Goods classified as "New Goods" at the time they are purchased by the Customer, shall not exceed in aggregate, for all claims made under the Plan, the provided purchase price of the Goods or \$500,000, whichever is less; such reimbursement, as to Goods classified as "Used Goods" at the time they are purchased by the Customer, shall not exceed, in the aggregate for all claims made under the Plan, fifty percent (50%) of the value of the Goods at the time they were purchased by the Customer or \$500,000, whichever is less.. The Master Parts Schedule attached hereto, and incorporated herein by this reference, lists the only primary failed parts protected under the Plan; the plan excludes protection for any failure to any part caused by or resulting from the failure of a part not listed on the Master Parts Schedule including any resulting damage to a listed part. Labor hours for repairs will be approved as deemed reasonable by the Provider.
5. Defect in material or workmanship means the sudden and unforeseen failure of a covered part arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed.
6. Protection under the Plan is limited to repairs to the Goods in accordance with the terms and conditions set out herein in consequence of a request for reimbursement authorized by the Provider for failure, due to defects in parts listed on the Master Parts Schedule, that occurs:
  - a. during the term of the Plan,
  - b. after the expiration of the term of any applicable manufacturer's base warranty period, or any applicable manufacturer's extended warranty, in respect of such Goods, and
  - c. in respect of defects in the Goods arising after such expiration.Pre-existing conditions or failures that occurred prior to the Plan start date, as referenced on the evidence page, are not eligible for reimbursement.
7. If parts are needed to effect an authorized repair, the Provider requires the use of genuine OEM parts and ,when offered, the use of genuine OEM remanufactured parts, unless prior written authorization of the Provider is given; such parts shall be protected exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.
8. The Customer shall be solely responsible for payment for travel by personnel of the authorized service center to the Goods to repair them, including, without limitation, payment for the time of such personnel, unless the Plan specifies otherwise. If the Plan does specify that travel time and/or mileage will be covered, the coverage will provide reimbursement for one (1) round trip per claim and one (1) round trip per day regardless of the number of claims, up to the stated limits, for travel time and/or mileage expenses associated with the warrantable failure of a component listed on the Master Parts Schedule under the applicable coverage type, including those components for which parts and labor are not reimbursed under the Plan due to coverage by another warranty (such as OEM, repair facility or other), so long as the other warranty does not reimburse for travel time and/or mileage.
9. Protection under the Plan applies to the exploratory dismantling of the Goods only:
  - a. in the event of a defect within the scope of such protection, and
  - b. with the prior authorization of the Customer; provided, however, that the Customer shall be responsible for all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a failure that falls within the scope of protection under the Plan.
10. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item, that is separately warranted by such part's manufacturer.
11. For New Goods, protection under the Plan begins upon the expiration of any applicable manufacturer's base warranty period including any applicable manufacturer's extended warranty unless otherwise noted on Plan cover page and ends on the earlier of:
  - a. the expiration date of the Plan, or
  - b. the date on which the Goods have been operated for the maximum number of total machine hours specified under the Plan.
12. For Used Goods, protection under the Plan starts on the effective date of the Plan and ends on the earlier of:

- a. the expiration date of the Plan, or
  - b. the date on which the Goods have been operated for the maximum number of hours specified under the Plan.
13. Any transportation, travel, or other expenses will not be credited toward any applicable deductible, unless the Plan specifies otherwise. For all new equipment, and all used equipment, one deductible will apply to each reported failure.
14. To be eligible to receive any payment under the Plan, the Customer must have:
  - a. performed all required maintenance on the Goods, at the recommended intervals specified in the Good's manufacturer's operator's manual, and must first present to the Provider proof of such maintenance, satisfactory to the Provider,
  - b. operated the Goods exclusively within their rated capacity as specified in the Good's manufacturer's operator's manual, and
  - c. promptly reported to an authorized repair facility any problems with respect to the performance of Goods and have the Goods available for repair in a timely manner.
15. THE PROVIDER IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST CROPS, LOST CONTRACTS, LOST INCOME, FINES, THEFT, FIRE, VANDALISM OR COLLISIONS. THE PROVIDER SPECIFICALLY HEREBY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. Protection under the Plan may be transferred to a new purchaser (a "New Purchaser") by a Customer at any time during the effective term of the Plan, upon the Provider accepting, from the New Purchaser, a Plan Registration Transfer Form satisfactory to the Provider. To transfer such protection under the Plan from the Customer to the New Purchaser, the Provider must first have received any required application fee, additional premiums due, as well as such Plan Registration Transfer Form. Such form must include, without limitation, the correct serial number(s) of the relevant Goods and the application(s) for which the Goods will be used by the New Purchaser.
17. If New Goods, protected under the Plan, are stolen or destroyed within their applicable base warranty period, due to no act, omission, or negligence on the part of the Customer, the Customer may, within six (6) months after such event of theft or destruction, transfer protection under the Plan to goods that are purchased from an authorized dealership at a price acceptable to the Provider in its sole discretion.
18. No person, dealer or agent may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. Any accommodation made to the Customer by any party shall not constitute a waiver, modification or extension of the terms and conditions of the Plan as expressed herein.
19. A Customer may upgrade the scope of the Plan applicable to such Customer's Goods, by selecting a different Plan option at any time during the manufacturer's base warranty period applicable to such Goods, upon written request to the Provider and payment to the Provider of any additional cost of such different Plan option.
20. The Plan, and all protection thereunder, shall be void if:
  - a. the Goods protected thereby are modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Goods,
  - b. the Goods' hour meter is changed or altered, other than by an authorized OEM dealership at the direction of the manufacturer of the Goods, and documentation of the change is provided to the Provider,
  - c. the Goods' fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
  - d. the Goods are used in any application for which they were not designed to be used by the OEM,
  - e. the Goods are scrapped, salvaged, stolen, junked, or totaled, or
  - f. misrepresentation has occurred on the Commercial Equipment Service Contract Registration or Transfer as to the application(s) for which the Goods will be used.
    - i. The selected application for which the Goods will be used will be classified as Commercial, Agricultural, Government, Severe, Rental, or other, as deemed appropriate by the Provider and shall be listed on the Commercial Equipment Service Contract Declarations page.
    - ii. Use of the Goods in an application beyond the scope of the classification listed on the Commercial Equipment Service Contract Declarations page will constitute misrepresentation as to the application of use.
21. Any dispute between the Customer and the Provider in respect of a payment due the Customer or the Provider under the Plan shall be referred to a panel of three (3) unrelated authorized repair facilities for review. The ruling shall be determined by the judgment decided by the majority of the chosen repair facilities. If resolve is not achieved by this process, the dispute shall be referred to an arbitrator, in the state of Tennessee, in accordance with the commercial rules of the American Arbitration Association.
22. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.
23. The following limitations and exclusions may not be allowed by some states and shall not apply to the extent not allowed by applicable state law:
  - a. The Plan shall not protect Goods with respect to failure due to operating conditions, accidents, abuse, misuse, neglect, damage, weathering, or failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual. Failure resulting from these factors is not eligible for reimbursement under the Plan.
  - b. The Provider is not responsible for failure resulting from improper repair, or use of parts that are not authorized by the Provider or genuine authorized remanufactured parts.
  - c. Reimbursement under the Plan shall not extend to the replacement of wear items, including, but not limited to, lights, flasher switches, ignition points, fuses, belts, brake or clutch linings, knives, bucket cutting edges and teeth, steel or rubber tracks and track components, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools, , resistors, disk bands, roller bearings and seals on undercarriage, hydraulic quick couplers, grease fittings, lug nuts and studs, lubricated joints, pins and bushings, shovels and sweeps, and accessories or items replaced solely at the Customer's preference.
  - d. Reimbursement under the Plan shall not extend to:
    - i. normal maintenance parts and service, including, but not limited to, replenishment of oils, lubricants, spark plugs, coolants, and filters; provided, however, that lubricants, filters, and coolants may qualify for Plan reimbursement if they require replacement as a direct result of a defect in material or workmanship;
    - ii. costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;

- iii. customer comfort items including, but not limited to: air and water leaks caused by aged weather stripping, carpets and floor mats, faded paint or rust, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and struts, radios and tape players, and seats;
  - iv. repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;
  - v. Goods covered by warranties or extended warranties, including, but not limited to, tires, batteries, fuel injection, transmissions, engines and advanced farming systems;
  - vi. travel costs associated with transporting Goods to and from the location of repair without the prior written authorization of the Provider, unless the Plan specifies otherwise;
  - vii. failure arising from the use of attachments not authorized in advance in writing by the Provider;
  - viii. failure arising from the storage or deterioration of, or failure to properly maintain, the Goods, or negligence, improper use of the Goods, collision, accident, vandalism, fire, or other peril or casualty, or operation of the Goods beyond their rated capacity or specifications;
  - ix. charges for labor performed other than by a service center authorized in advance in writing by the Provider;
  - x. failure arising from abuse or neglect, including, but not limited to, operation without adequate coolant or lubricants, adjustments to the fuel system outside the Goods' manufacturer's specifications, illegal or improper speeding, or from improper storage, starting, warm-up, or shutdown practices, or use of incorrect or contaminated fuel, oil or other fluids; or failure arising from non-compliance with instructions provided by the manufacturer to prevent such failure;
  - xi. failure of the Goods, their implements or attachments caused by improper field application, or overloading, beyond the manufacturer's specifications;
  - xii. costs charged for overtime labor costs or out-of-shop expenses;
  - xiii. economic loss, including, but not limited to, lost profits, crop loss, or cost of equipment rental;
  - xiv. the cost of cleaning of Goods, in preparation for servicing;
  - xv. loss or damage of the Goods during shipment;
  - xvi. claims involving Goods damaged in transit or handling and subsequently sold as "salvage" Goods;
  - xvii. the cost of initial setup or installation of any optional equipment or attachments to the Goods;
  - xviii. items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
  - xix. the cost of normal maintenance services, including, but not limited to, checks, adjustments, shimming, engine tune-ups, replacement of fuses, engine fuel system cleaning, replacing filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, and repair of corrosion, decay and deterioration to items such as radiators and coolers;
  - xx. repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Goods;
  - xxi. claims in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 75% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
  - xxii. claims in respect of the inspection or reconditioning of the Goods;
  - xxiii. any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a protected failure;
  - xxiv. the cost of removing optional equipment or attachments that were installed without the prior written permission of the Provider, including, but not limited to, loaders, duals, and tanks;
  - xxv. Goods sold "as is", other than with the written authorization of the Provider at the time of sale;
  - xxvi. lost or stolen equipment;
  - xxvii. costs related to the failure of a part replaced pursuant to an OEM parts warranty;
  - xxviii. original equipment repair of Goods covered by a warranty issued to the retail purchaser; or repair covered by the manufacturer under a field campaign or recall policy;
  - xxix. diagnosis, except according to published OEM labor time schedules or as deemed reasonable by the Provider. The repairing dealer is responsible for properly diagnosing eligible failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
  - xxx. parts or repairs covered by a warranty supplied by the parts manufacturer;
  - xxxi. repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
  - xxxii. ensuing loss arising from a failure, including, without limitation, such loss caused by fire, oil or water/coolant;
- e. Reimbursement under the Plan shall not extend to failure due to tampering with, adjustments or additions of components to, or replacements for Goods, when such actions could contribute to increasing the published horsepower rating of any engine-powered Goods.
- f. Any part installed on the Goods, if such part is under a manufacturer's whole goods warranty or service parts warranty, shall be deemed to be under whichever of such warranties that terminates last.

24. THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY THE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE PLAN ARE THE CUSTOMER'S EXCLUSIVE REMEDIES UNDER THE PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.

25. Only the Provider has any liability in respect of claims made under the Plan.

26. The Plan does not provide protection in respect of any agricultural tractor used in a scraper, earthmoving or non-agricultural application for which the Customer receives compensation unless such tractor is designated by its manufacturer as suitable for such application. A Customer using a scraper on his or her own farm to level land for agricultural crop preparation may use an agricultural tractor in such application for not more than (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will make such tractor ineligible for further protection under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for further protection under the Plan: site preparation, excavation, pond-building and forestry applications.

27. The terms and conditions set out herein supersede and replace any and all agreements, representations, understandings, and terms and conditions whatsoever made by any party whatsoever prior to the issuance hereof to the Customer and contain the entire understanding of the Customer, and all other parties named herein, with respect to the subject matter hereof. The unenforceability of any term or condition set out herein shall not be construed to limit the enforceability of any other term or condition set out herein. The waiver or non-enforcement by a party named herein, other than the Customer, of a right, requirement, term or condition set out herein shall not operate in law or in equity to prevent such party from later enforcing such or similar rights, requirements, terms or conditions. No changes may be made to the Plan unless approved by the Provider in writing.

28. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Tennessee.

29. The Plan does not guarantee days or time of service. The Provider is not liable for any damages whatsoever arising out of delays, either before or after a day or time of service is agreed upon.
30. If the Provider pays for repairs under this Plan and the Customer is also repaid for the same repairs by someone else, the Customer's payment will become the Provider's property up to the amount that the Provider paid for the repairs.
31. To be eligible for reimbursement, the following procedures must be adhered to:
  - a. Repairing dealer must open a work order on the date of notification of a problem with the Goods.
  - b. All requests for reimbursement must be submitted to the Provider within 45 consecutive days of from the last day parts related to the eligible failure were installed, as shown on the technician's time ticket on the work order, not the date the work order was closed. Requests for reimbursement beyond this time limit will be denied.
  - c. All required information shall be provided on the request for reimbursement form at time of submission.
  - d. All faulty parts from the failure must be retained for inspection by the Provider until final settlement of the claim has been made.
  - e. Faulty parts from the failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the failure and consequential damages shall be provided to the Provider within 30 days of request.
32. All resubmitted claims, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period the claim will stand as processed.
33. Disputed claim settlements must be resolved within 60 consecutive days from the date on which the settlement of the claim was made by the Provider. After that time period the claim will stand as processed.