PURCHASED PROTECTION PLAN CONFIRMATION

Plan Provider
Wesco Insurance Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44114

Customer
[redacted]

Dealership
[redacted]

Contract Number
[redacted]

Registration
Agricultural - Agriculture

Plan Purchase Date
12/30/2022

Plan Type
New Equipment Plan

Plan Effective Date
1/6/2023

Equipment Description
2022 Case IH STEIGER TRACTOR STEIGER 580 SCRAPER

Serial Number
JEEZC580TNF505827

Terms

Equipment Protection	Plan Option	Protection Period	Protection Period Begins	Protection Period Ends	Deductible (USD)
MFR BASE WARRANTY PERIOD	BASE WARRANTY	REFER TO MANUFACTURER'S WARRANTY TERMS AND CONDITIONS			
PURCHASED PROTECTION PLAN (PPP)	POWERTRAIN	Not To Exceed: - 48 Months, or - 5000 Total Machine Hours, whichever occurs first, including the MFR Base Warranty Period	Upon Expiration of the MFR Base Warranty Period	- 1/6/2027 , or - 5000 Total Machine Hours, whichever occurs first	$750.00 per occurrence

This plan is eligible for mileage reimbursement. Mileage will be reimbursed at $1.50 per mile up to a maximum of 150 miles per occurrence and will have a $300 aggregate contract limit. Mileage reimbursement is subject to deductible requirements.

The protection afforded hereunder shall be limited to the protection described in the Purchased Protection Plan Terms and Conditions attached hereto and incorporated herein by reference.

PURCHASED PROTECTION PLAN
MASTER PARTS SCHEDULE

This Plan excludes protection for any component that is not listed on the "Master Parts Schedule", including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Master Parts Schedule, for the Plan Option selected. In the event of an eligible failure, the deductible selected for any New or Used Equipment Purchased Protection Plan will be applied to each eligible failure. Please see the Terms and Conditions document, as issued, for complete Plan details. Note: Dealer installed options are not eligible for reimbursement.

TRACTOR

New and Used Equipment Plans

POWERTRAIN PLAN OPTION COVERED COMPONENTS

ENGINE		TRANSMISSION	DRIVELINE	HYDROSTATIC
☐ Accessory Gears ☐ Camshaft ☐ Camshaft Drive Gear ☐ Connecting Rods & Bearings ☐ Crankshaft ☐ Crankshaft Bearings ☐ Crankshaft Gear ☐ Cylinder Heads ☐ Cylinder Liners ☐ Engine Block ☐ Flywheel, Ring Gear ☐ Front & Rear Crankshaft Seals ☐ Front & Rear Engine Covers ☐ Fuel Injection Pump ☐ Thermostat & Housing	☐ Fuel Injectors ☐ Oil Pan & Gaskets ☐ Oil Pump ☐ Pistons & Rings ☐ Rocker Arm Assembly ☐ Timing Gears ☐ Turbocharger ☐ Valve Cover ☐ Water Pump (includes electric) . . and all internally lubricated parts within the above systems **Components Covered after Emission Warranty…** ☐ Charge Air Cooler ☐ EGR System Manifold ☐ Electronic Engine Control Module ☐ Injection Pump ☐ Intake and Exhaust Manifold and Gaskets ☐ Turbocharger and Gasket	☐ Axle Lubrication Pump ☐ Clutch Housing ☐ Differential Housing ☐ Independent PTO Clutch Housing ☐ Input & Output Shafts & Shaft Seals (Internal Failure) ☐ Outboard Planetary Final Drive ☐ Torque Converter & Pump ☐ Transmission Case ☐ Transmission Charge Pump ☐ Transmission Control Valves (Excludes Solenoids) ☐ Transmission Gears, Bearings & Shafts ☐ Wet Brakes/ Wet Clutches . . . and all internally lubricated parts within the above systems **Exclusions:** Tractor Hydraulic Lift Cover and its components	☐ Axle Housing ☐ Axle Shaft ☐ CV Joints ☐ Drive Shaft & Support Bearing ☐ Final Drive Housing (Inboard & Outboard) ☐ MFD Drive Clutch Housing ☐ Pinion Housing ☐ Ring Gear Housing ☐ Sealed Bearings ☐ Universal Joints **Exclusions:** External shaft seals, and undercarriage components	☐ Hydrostatic Motor ☐ Hydrostatic Variable-Displacement Pump ☐ Pump Drive Housing

POWERTRAIN EXCLUSIONS

Engine/Transmission Mounts, Filters, Belts, Pulleys, Loose/Broken Bolts, Lubricants, Antifreeze, Adjustments, Burnt And/Or Pitted Valves, Radiator, Wiring Harnesses, Breathers, Dry Clutches, Batteries, Brake Cylinders (Master & Slave), Electrical Components Not Listed Above, Steel Pipes and Gauges, Wear Items and Lines/Hoses Including Fittings, Software Downloads and Updates.

REQUESTS FOR REIMBURSEMENT THAT INCLUDE STAND-ALONE LEAK FAILURES, MUST INCLUDE PRE-REPAIR PHOTOS

Internal oil seals/gaskets leaking which cause either the need for regular topping up of lubricant between regular service intervals, or a sudden escape of lubricant, may be covered. Internal oil seals/gaskets are oil seals/gaskets which are internal to the machine and do not have a face to the outside air.

External oil seals/gaskets that has oil escaping from an eligible reservoir, sump, housing or gearbox, where the correct level cannot be maintained to ensure proper operation, has developed a drip/run that reaches the ground, will damage surrounding components, or puddle in/on the machine, may be covered so long as the leak is an internal seal/gasket failure and cannot be attributed to wear or contamination. External oil seals/gaskets have an external face and are susceptible to wear and contamination damage. External oil seals/gaskets leaking but not requiring regular topping up of lubricant between regular service intervals, and which are found at service inspection, and have not been previously reported as a fault by the client, are not covered.

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This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the contract as issued.

Customer Signature: ____ **Date:** ______________________________

Dealer Signature: ____ **Date:** ______________________________

PURCHASED PROTECTION PLAN
TERMS AND CONDITIONS

This Purchased Protection Plan ("PPP") is an agreement between the Provider and the Contract Holder and is subject to the terms and provisions as set forth below. No person may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. You are encouraged to become familiar with its contents.

A. DEFINITIONS:

1. **"We", "Us", "Our"** and **"Provider"** means the party obligated to provide service under this Plan as the service contract provider, who is AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY, 10038. **In Florida**, "We", "Us", "Our" and "Provider" means Wesco Insurance Company, Inc. (FL License No. 01913), 59 Maiden Lane, 43rd Floor, New York, NY 10038.
2. **"Administrator"** means AMT Warranty Corp., P.O. Box 1007, Bedford, TX 76095, 1-877-315-5320.
3. **"Coverage Certificate"** means the enrollment certificate issued by Us or Our authorized representative when You purchase this Plan for Your Good(s).
4. **"Plan Purchase Date"** means the date on which You purchased this Plan for Your New or Used Good(s).
5. **"Plan Effective Date"** means the date on which coverage under this Plan is effective for Your New or Used Good(s) in accordance with the terms and conditions stated in this Plan.
6. **"Covered Components"** means the specific parts or components of Your New or Used Good(s) that are covered under this Plan.
7. **"Master Parts Schedule"** means the document which lists the Covered Components under this Plan.
8. **"Plan"** means this Purchased Protection Plan terms and conditions document, together with the Confirmation Page and Master Parts Schedule.
9. **"Deductible"** means the portion of the covered Breakdown You are required to pay, as shown on the Confirmation Page.
10. **"You", "Your",** or **"Contract Holder"** means the purchaser of this Plan.
11. **"Dealership"** means the Original Equipment Manufacturers ("OEM") authorized equipment distributor or OEM authorized repair facility.
12. **"New Goods"** means eligible equipment that is within the OEM warranty period or within 120 days beyond the expiration of the OEM warranty period at the time of equipment purchase, subject to prior approval by the Provider and pre-existing limitations
13. **"Used Goods"** means eligible equipment that is beyond the expiration of the OEM warranty period at the time of equipment purchase.
14. **"Goods"** means eligible equipment.
15. **"Breakdown"** means a defect in material or workmanship that causes the sudden and unforeseen failure of a Covered Component 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.
16. **"Pre-existing Conditions" means a condition known to You for any Breakdown occurring before Coverage takes effect or prior to the Plan Purchase Date**

B. CONTRACT TERM:

1. Coverage under this Plan applies exclusively to the Goods specified on Your Confirmation Page sold and registered directly by Us or by a Dealership, or other authorized agent, to the end user in the United States, and operated exclusively in the United States, Puerto Rico and Canada.
2. The Effective Date of coverage for Goods is indicated on Your Confirmation Page and ends on the earlier of: (a) the expiration date of this Plan (indicated on Your Confirmation Page, or (b) the date on which the Goods have been operated for the maximum number of total machine hours specified under this Plan.
3. New Goods ONLY: If You have elected to defer the OEM warranty period for Your New Goods, Your Plan Effective Date may also be deferred; subject to Our prior approval. The maximum deferment period is twelve (12) months from the Plan Purchase Date. In the event the OEM warranty period for the Goods is prematurely revoked by the OEM, the Plan Effective Date is automatically reverted back to Plan Purchase Date. Your Plan Effective Date is indicated on Your Confirmation Page.

C. TERRITORY:

Coverage under this Plan applies exclusively to Goods sold and registered directly or by Dealerships in the United States and solely used for operations within the United States, Puerto Rico and Canada. All services performed under this Plan must be performed within the United States or Canada by an authorized repair facility. All reimbursements made in accordance with the terms and conditions of this Plan will be in U.S. dollars only.

D. <u>WHAT IS COVERED:</u>

1. We agree to pay or reimburse You for approved costs to repair the Breakdown of a covered part or component as described under the ("Master Parts Schedule"), up to the allowed maximum limits as described under Section E., ("LIMITS OF LIABILITY"). When parts are needed to complete an eligible repair the use of genuine OEM parts, and whenever offered the use of genuine OEM remanufactured parts are required, unless prior authorization is provided by the Administrator. This Plan does not cover repair or replacement of parts or components for any of the causes, or provide coverage for any losses set forth in Section F., ("EXCLUSIONS AND LIMITATIONS"), below.
2. This Plan provides coverage for the exploratory dismantling of Your Goods in the event of a covered Breakdown. You shall be responsible for all charges of the exploratory dismantling if Administrator determines that the failure of Your Good is not covered under this Plan.

A Contract Holder may upgrade the scope of this Plan applicable to such Contract Holder'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.

E. <u>LIMITS OF LIABILITY:</u>

1. Parts reimbursement shall be limited to the OEM suggested retail price for parts ("MSRP") or special negotiated contracted price for parts;
2. Labor reimbursement will be based on the repair facility's posted shop labor rate as approved by the OEM or special negotiated contracted labor rates.
3. Labor time will be based on the OEM standard repair time ("SRT") labor time. Straight time labor, outside of the OEM SRT time, will be reimbursed as approved by the Administrator in accordance with the typical cost of similar repairs based on industry standards.
4. In no event shall the aggregate total of all benefits payable to You under this Plan for New Goods exceed the original purchase price of the covered Goods.
5. In no event shall the aggregate total of all benefits payable to You under this Plan for Used Goods exceed fifty percent (50%) of the purchase price of Your Used Goods when this Plan was purchased, or fifty percent (50%) of the retail value of Your Used Goods when this Plan was purchased if such Goods were purchased before this Plan.

F. <u>EXCLUSIONS & LIMITATIONS:</u>

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.

ADMINISTRATOR AND PROVIDER, TOGETHER WITH CNH INDUSTRIAL N.V., ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS, ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO: LOST CROPS, LOST CONTRACTS, LOST INCOME OR FINES RESULTING FROM DELAYS IN SERVICE. ADMINISTRATOR AND PROVIDER, TOGETHER WITH CNH INDUSTRIAL N.V., ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS SHALL NOT BE LIABLE FOR ANY PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS, AND SPECIFICALLY HEREBY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. **We shall not be responsible for any Breakdown due to or resulting from:**
   - a. **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;**
   - b. **Improper repair or resulting from the use of non-original manufacturer's parts unless expressly authorized by Administrator or Us;**
   - c. **Tampering with, making 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;**
   - d. **The use of attachments on Goods that are outside the specifications established by the OEM;**
   - e. **Improper storage or from deterioration of the Goods, or failure to properly maintain the Goods;**
   - f. **Operation without adequate coolant or lubricants, adjustments to the fuel system outside the Goods' manufacturer's specifications, illegal or improper speeding, or from improper starting, warm-up, or shutdown practices, or use of incorrect or contaminated fuel, oil or other fluids, or from non-compliance with instructions provided by the manufacturer to prevent such failure; and**
   - g. **Improper field application, or overloading, beyond the manufacturer's specifications.**
   - h. **Pre-existing Conditions.**

2. **No coverage is provided under this Plan for any of the following:**
   a. **Breakdown 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 Covered Component;**
   b. **Items that are replaced during the term of this Plan period as a result of normal wear, including but not limited to: lights, flasher switches, ignition points, fuses and 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 and grease fittings, lug nuts and studs, lubricated joints, pins and bushings, shovels and sweeps, and accessories or functional items;**
   c. **Rubber tracks, and track components which sustain consequential damage form a Covered Component where the tracks have exceeded the warranty coverage of the OEM;**
   d. **Agricultural tractors used in a scraper, earthmoving or other non-agricultural applications for which You receive compensation unless such tractor is designated by its manufacturer as suitable for such application. In the event You use a scraper on Your own farm to level land for agricultural crop preparation, You may use an agricultural tractor in such application for not more than fifty percent (50%) of such tractor's total annual hours of operation; exceeding this limit in any period of twelve (12) consecutive months will cause such tractor to become ineligible for further coverage under this Plan. Use of an agricultural tractor in any of the following commercial applications will cause such tractor to become ineligible for coverage under this Plan: site preparation, excavation, pond-building and forestry applications;**
   e. **Normal maintenance parts and service, including, but not limited to; replenishment of oils, lubricants, spark plugs, coolants, and filters. You may qualify for reimbursement of expenses incurred for Lubricants, filters, and coolants if they were required to be replaced as a direct result of a covered Breakdown;**
   f. **Costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;**
   g. **Consumable 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 gas struts, audio equipment, and seats;**
   h. **Repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;**
   i. **Goods covered by other warranties or extended warranties, including but not limited to: tires, tracks, batteries, fuel injection, transmissions, engines and advanced farming systems;**
   j. **(Travel costs) associated with transporting Goods to and from a repair facility without the prior written authorization of the Administrator;**
   k. **Charges for labor performed by a service center that had not been authorized in advance in writing by the Administrator;**
   l. **Costs charged for overtime labor costs or out-of-shop expenses;**
   m. **Economic loss, including, but not limited to, lost profits, crop loss, or cost of equipment rental;**
   n. **The cost of cleaning the Goods, in preparation for servicing;**
   o. **Loss or damage of the Goods during shipment;**
   p. **Claims involving Goods damaged in transit or handling and subsequently sold as "salvage" Goods;**
   q. **The cost of initial setup or installation of any optional equipment or attachments to the Goods;**
   r. **Items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;**
   s. **The cost of normal maintenance services, including, but not limited to, checks, adjustments, and shimming, engine tune-ups, replacement of fuses, and engine fuel system cleaning, such as replacing fuel 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;**
   t. **Repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Goods;**
   u. **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 Administrator. If the cost to repair the assembly exceeds 100% of the cost to replace the assembly, then the assembly must be replaced**
   v. **Expenses incurred in connection with the inspection or reconditioning of the Goods;**
   w. **Costs incurred for any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work that are incurred within the later of sixty (60) days or one hundred (100) machine hours after a covered Breakdown;**

x. **Costs incurred as a result of removing optional equipment or attachments that were installed without the Administrator's prior authorization, including, but not limited to, loaders, duals and tanks;**
y. **Goods sold "as is" including, but not limited to, equipment where the manufacturer has voided the manufacturer's warranty, other than with the prior written authorization of the Administrator at the time of sale;**
z. **Lost or stolen equipment (other than as specified under the TRANSFERABILITY section above);**
aa. **Costs related to the Breakdown of a part replaced pursuant to an OEM parts warranty;**
bb. **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;**
cc. **Diagnosis, except according to published SRT labor time or as approved by the Administrator in accordance with the typical cost of similar repairs;**
dd. **Parts or repairs covered by a warranty supplied by the parts manufacturer;**
ee. **Repairs to remanufactured fuel injection pumps (as such pumps must be replaced);**
ff. **Ensuing loss arising from a Breakdown caused by fire, oil, or water/coolant; and**
gg. **Goods indicated as Severe Usage (for the purpose of this exclusion, "Severe Usage" means the Goods will be used primarily in severe duty applications; including, without limitation, the use of Goods in demolition, foundry, scrap, waste recycling, landfill, mining, tree mowing, or forestry work or in the warehousing of chemicals); unless Severe Usage surcharge has been paid by You.**

3. **This Plan will not provide coverage if:**
   a. **You have modified or altered the covered Goods in any way, unless such modification or alteration was done with the Administrator's prior written approval or pursuant to a directive issued by the manufacturer of the Goods;**
   b. **The Goods' hour meter is changed or altered, other than by a Dealership at the direction of the manufacturer of the Goods;**
   c. **The Goods' fuel or hydraulic system is changed or altered, without the prior written consent of the Administrator;**
   d. **The Goods are used in any application for which they were not designed to be used;**
   e. **The Goods are scrapped, salvaged, stolen, junked, or totaled; or**
   f. **You have misrepresented material information about how the Goods will be used under this Plan.**

G. YOUR RESPONSIBILITIES UNDER THIS PLAN:

1. To keep this Plan valid, You must perform all required maintenance on the Goods, at the recommended intervals specified in the Good's manufacturer's operator's manual, and shall retain maintenance files and other relevant invoices documenting such service records ("Maintenance Records"); You may be required to furnish all such Maintenance Records to the Administrator at the time of claim; Failure to provide proof of service and/or Maintenance Records may result in the denial of Your claim or cancellation of this Plan, to the extent allowed by state law;
2. You must operate the Goods exclusively within their rated capacity as specified in the Good's manufacturer's operator's manual;
3. You must promptly report to the Dealership any problems with respect to the performance of Goods and have the Goods available for repair in a timely manner;
4. You shall be responsible for any travel costs incurred by the authorized service center personnel in connection with his or her travel to the location of Your Goods to repair them, including, without limitation, payment for the time of such personnel. Any transportation, travel, or other expenses will not be credited toward any applicable Deductible, unless otherwise specified in the Coverage Certificate; and
5. You must pay the Deductible for each reported Breakdown covered under this Plan.

H. YOUR GUIDE TO FILING A CLAIM:

To be eligible for claims payment or reimbursement, the following procedures must be adhered to:

1. The Dealership must open a work order on the date of notification of a problem with Your Good(s);

2. All claim requests must be submitted to the Administrator within thirty (30) calendar days from the date of installation of the Covered Part(s) which is the subject of Your Breakdown claim, in accordance with the technician's time ticket on the work order (not the date the work order was closed). Claims submitted beyond this time limit will be denied unless otherwise authorized in writing by the Administrator;
3. The Dealership must follow the claim reporting instructions and complete all required information on the "Request for Reimbursement" Form when Your claim is filed with the Administrator;

4. All faulty parts from Your Good(s) must be retained by the Dealership for inspection by the Administrator until final settlement of the claim has been made;
5. Upon request, You shall provide the Administrator within thirty (30) days of request any Maintenance Records, reports or affected parts, including but not limited to, faulty parts, oil sampling reports, records and invoices associated with the repair, photographic evidence and any other reasonable claims documentation necessary for the Administrator's review of Your claim; and
6. In the event You wish to appeal the Administrator's settlement of your initial claim, the "Request for Reimbursement" Form must be submitted, along with Your supporting argument for the Administrator's reconsideration of Your initial claim within sixty (60) calendar days from the date the initial claim was settled by the Administrator. After that time period, Administrator will no longer accept any claim settlement appeals or reconsideration requests.

I. OUR RIGHT TO RECOVER PAYMENT:

If You have a right to recover against another party for anything We have paid under this Plan, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. You shall do nothing to prejudice such rights and You shall execute and deliver to Us instruments and papers required either securing or maintaining such rights. We shall recover only the excess after You are fully compensated for Your loss.

J. TRANSFERABILITY:

Plans may be transferred to the new purchaser of Your Good(s) ("New Purchaser") at any time during the effective term of this Plan. The new purchaser must provide the Administrator with a Plan Registration Transfer Form. Such form must include the correct model, serial number(s) and physical description of the relevant Goods.

K. CANCELLATION:

1. You may cancel this Plan by informing the Administrator at 1-877-315-5320 within 30 days of the purchase of this Plan and You will receive a 100% refund of the full purchase price of Your Plan less subject to a ten percent (10%) processing fee; provided no claims have been paid within the first 30 days. If We have paid a claim(s) within the first 30 days, You will receive a pro-rata refund of the Plan purchase price minus any claims paid.
2. We may cancel this Plan for the following reasons only: non-payment of the Provider fee, material misrepresentation by You to the provider, or a substantial breach of duties by You under the Plan in relation to the covered Good(s) or its use. If We cancel this Plan, We will provide You with written notice at least 15 days prior to cancellation at Your last known address; with the cancellation effective date and reason for such cancellation. If We cancel this Plan, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata purchase price of this Plan, minus any claims paid by Us and a processing fee.
3. If the purchase of this Plan was financed, the lienholder on record shall be entitled to any refunds resulting from the cancellation of this Plan.
4. The expiration date for this Plan is indicated on Your Coverage Certificate.
5. This Plan is not renewable.

L. GUARANTY:

This Plan is not an insurance policy. We have obtained an insurance policy to insure Our obligations under this Plan. Should We fail to pay any valid claim or fail to replace a Covered Component within sixty (60) days from the date You filed a claim, or in the event You cancel this Plan and We fail to refund any unearned portion of this Plan, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 1-866-505-4048.

M. DISPUTE RESOLUTION BY BINDING ARBITRATION:

As used in this provision, "You" and "Your" means the Contract Holder listed in the Coverage Certificate, and all of its assignees and representatives. And, "We" and "Us" shall mean the Provider listed on the Coverage Certificate and shall be deemed to include all of its agents, affiliates, predecessors in interest, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees and employees of any of the foregoing entities.

Please read this arbitration provision ("provision") carefully. It affects Your rights.
Most customer concerns can be quickly and satisfactorily resolved by calling the Administrator at 1-877-315-5320. **In the unlikely event that Your matter is not resolved or if We have been unable to resolve a dispute We have with You after attempting to do so informally, You and We each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court, it uses a neutral arbitrator instead of a judge or jury, it allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief as a court. **Any arbitration under this Plan will take place on an individual basis; class arbitrations and class actions are not**

permitted. For any non-frivolous claim that does not exceed $75,000, We will pay all costs of arbitration. Moreover, in arbitration You are entitled to recover attorneys' fees to at least the same extent as You would in court.

ARBITRATION AGREEMENT

(1) We and You agree to arbitrate all disputes and claims that arise with respect to the other. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
- claims arising out of or relating to any aspect of the relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Plan (including, but not limited to, claims relating to marketing);
- claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and
- claims that may arise after the termination of this Plan.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against Us on Your behalf. **You agree that, by entering into this Contract, You and We are each waiving the right to a trial by jury or to participate in a class action.** This Plan evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This provision shall survive termination of the Plan.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("Notice"). The Notice to Us should be addressed to: Legal Depart., AMT Warranty Corp., 2200 Highway 121, Bedford, TX 76021 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If We and You do not reach an agreement to resolve the claim within 30 days after Notice is received, You or We may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Us or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or We is entitled. You may contact us to obtain a form to initiate arbitration.

(3) After We receive notice a the Notice Address that You have commenced arbitration, We will promptly reimburse You for Your payment of the filing fee, unless Your claim is for more than $75,000. The arbitration will be governed by the Commercial Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Plan, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Plan. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the provision are for the court to decide. Unless We and You agree otherwise, any arbitration hearings will take place in the county of your billing address. If Your claim is for $10,000 or less, We agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds $10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided herein, We will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of Your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (under the standards set forth in Federal Rule of Civil Procedure 11(b)), payment of all such fees will be governed by the AAA Rules. In such case, You agree to reimburse Us for all monies previously disbursed by Us that are otherwise Your obligation under the AAA Rules. In addition, if You initiate an arbitration in which You seek more than $75,000 in damages, payment of these fees will be governed by the AAA rules. You may not recover duplicative awards of attorneys' fees or costs. Although under some laws We may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, We agree that We will not seek such an award.

(4) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR/OUR INDIVIDUAL/CORPORATE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both You and We agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then the entirety of this provision shall be null and void.

(5) Notwithstanding any provision in this Plan to the contrary, We agree that if We make any future change to this provision (other than a change to the Notice Address) during Your Plan, You may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any

such change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

THIS PLAN; INCLUDING THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS, ALONG WITH THE COVERAGE CERTIFICATE AND MASTER PARTS SCHEDULE, CONSTITUTES THE ENTIRE AGREEMENT AND NO REPRESENTATIONS, PROMISES OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE ITEMS, EXCEPT AS REQUIRED BY LAW.

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

SPECIAL STATE REQUIREMENTS: Regulation of Commercial Equipment Plans may vary widely from state to state. Any provision within this Plan which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Plan was purchased in one of the following states and supersede any other provision within Your Plan terms and conditions to the contrary.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, (866) 327-5818 and You. Resolution of Disputes - In accord with CT Bulletin PC-45-03, a written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the product, the cost of repair of the product and a copy of the warranty Plan. If Your Goods is being repaired for a Breakdown covered by the warranty plan, and the warranty plan expires during the repair, the warranty plan is extended until the repair is completed. You may cancel this Plan if You return the covered Goods or the covered Goods is sold, lost, stolen, or destroyed.

Hawaii: If You cancel this Plan within thirty (30) days of the Plan purchase date, a ten percent (10%) penalty per month shall be added to a refund not paid or credited within forty-five (45) days after return of the Plan to the Administrator.

Idaho: Notice - Coverage afforded under this Plan is not guaranteed by the Idaho Insurance Guarantee Association.

Illinois: This Plan provides no coverage for any repair or replacement of any covered part if a Breakdown has not occurred. A gradual reduction in operating performance due to wear and tear does not constitute a Breakdown. "**K. CANCELLATION, 1." is deleted and replaced with the following:** You may cancel this Plan by informing the Administrator at 1-877-315-5320 within 30 days of the purchase of this Plan and You will receive a 100% refund of the full purchase price of Your Plan; provided no claims have been paid within the first 30 days. If We have paid a claim(s) within the first 30 days, You will receive a pro-rata refund of the Plan purchase price minus any claims paid. If Your cancellation request is made more than thirty (30) days from the date of purchase of Your Plan, You will receive a pro-rata refund of the Plan purchase price based on the lesser of time, hours, or mileage remaining, minus any claims paid. No cancellation fee shall apply.

Indiana: This service contract is not insurance and is not subject to Indiana insurance law. Your proof of payment to the issuing dealer for this Plan shall be considered proof of payment to the Insurance Company which guarantees Our obligations to You. Pre-existing conditions is defined as a condition known to You or for any Breakdown occurring before Coverage takes effect or prior to the Plan Purchase Date. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides. **F. EXCLUSIONS & LIMITATIONS h. is deleted and replaced with the following: h. For any Pre-existing conditions known to You for any Breakdown occurring before Coverage takes effect or prior to the Plan Purchase Date.**

Iowa: If You have any questions regarding this Plan, You may contact the Provider by mail or by phone. Refer to the Coverage Certificate for the Provider's address and toll free telephone number. Iowa residents only may also contact the Iowa Insurance Commissioner at the following address: Iowa Insurance Department, 330 Maple Street, Des Moines, Iowa 50319-0065, (877) 955-1212. If You cancel this Plan, We must mail written notice of cancellation to You within 15 days of cancellation. If You cancel this Plan within thirty (30) days of the Plan purchase date, a ten percent (10%) penalty will be added each month to any refund not paid to the Contract Holder within thirty (30) days of the return of the service Plan to the Service Company.

Maryland: CANCELLATION is amended as follows: If You request cancellation of this Service Contract within thirty (30) days of the purchase date of the Service Contract and no claims have been paid, no processing fee shall apply and if the refund is not paid or credited within forty-five (45) days after Your cancellation request to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid.

Mississippi: Our obligations and the performance to You under the Plan are guaranteed and insured by a policy issued by Wesco Insurance Company, 59 Maiden Lane, 43rd Floor, New York, NY 10038. If We cancel this Plan for non-payment, We shall mail a written notice to You at Your last known at least fifteen (15) days before cancellation. If We cancel this Plan for any other reason, We shall mail a written notice to You at Your last known address at least thirty (30) days before cancellation. The notice must state the effective date of the cancellation and the reason for the cancellation. The Arbitration Provision section of this contract is stricken in its entirety.

New York: If You cancel this Plan within thirty (30) days of the Plan purchase date, a ten percent (10%) penalty per month shall be added to a refund that is not made within thirty (30) days of return of the Plan to the provider.

North Carolina: The purchase of a Plan is not required in order to obtain financing for the Goods.

Oregon: This Plan is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 43rd Floor, New York, NY 10038, 866-327-5818 and You. If You have any questions regarding this Plan, or a complaint against the Obligor, You may contact the Oregon Department of Consumer & Business Services, Insurance Division, Consumer Advocacy Unit at 350 Winter Street NE, Room 300, Salem, Oregon 97301, (888) 877-4894. If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Contract Holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Plan holder's county of residence or any other county in this state agreed to by both parties.

Utah: This Plan or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Note: Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association. We may only cancel this Plan for the following reasons by sending to You notice of cancellation and the reason for cancellation, via first class mail, to Your last known address: (1) We may cancel this Plan for non-payment of the Plan charge. Such cancellation will be effective ten (10) days after mailing of notice; (2) We may cancel this Plan for misrepresentation of a claim. Such cancellation will be effective thirty (30) days after mailing of notice. The Arbitration Provision section of this Plan is stricken in its entirety. Full payment will be received for the Plan charge listed on the Coverage Certificate.