

COMMERCIAL EQUIPMENT PROTECTION PLAN TERMS AND CONDITIONS

This document sets out the terms and conditions that exclusively govern the Commercial Equipment Protection Plan. You are encouraged to review its contents.

1. Definitions:

As used herein,

- a. **Plan** means the Commercial Equipment Protection Plan, including the Summary Page and the Master Parts Schedule, sold by the Provider to the Customer through the Selling Dealer. The Plan is not a policy or contract of insurance.
- b. **Provider, Us, We, or Our** means Eck & Glass Inc., 850 Ridge Lake Boulevard, Suite 101, Memphis, Tennessee 38120. We can be contacted at 866-408-2881.
- c. **Customer, You or Your** means the purchaser of the Plan as defined on the Summary Page or an assignee thereof as expressly permitted hereunder, or the legal owner of the Covered Equipment.
- d. **Equipment or Covered Equipment** means the Equipment described on the Summary Page.
- e. **Selling Dealer** means the retail seller of this Plan to You for the Covered Equipment as described on the Declaration Page.
- f. **Authorized Repair Facility** means any franchised Equipment dealer that is authorized to make repairs for the specific manufacturer of the Equipment, or other repair facility approved by the Provider to make repairs for the Equipment.
- g. **Summary Page** means the first page of the Plan, attached hereto and incorporated herein, that identifies information about You, the Selling Dealer, the Plan Term, the Service Fee, the Plan coverage and the Covered Equipment.
- h. **Master Parts Schedule** means the document attached hereto, and incorporated herein, which lists the only primary failed parts covered under this Plan.
- i. **Failure or Failed** means the sudden and unforeseen mechanical breakdown of a part covered under this Plan 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, not excluded from coverage under this Plan.
- j. **Service Fee** means the amount that You must pay each time You seek covered repairs as identified on the Summary Page.
- k. **Plan Term** means the period of time or hours for which the Plan is in effect.
 - i. For Equipment classified as new, as shown on the Summary Page, coverage 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 Summary Page and ends on the earlier of:
 1. 12:01am the date on which the Plan expires, or
 2. the date on which the Equipment has been operated for the maximum number of total machine hours specified under the Plan.
 - ii. For Equipment classified as used, as shown on the Summary Page, coverage under the Plan starts on the effective date of the Plan and ends on the earlier of:
 1. 12:01am the date on which the Plan expires, or
 2. the date on which the Equipment has been operated for the maximum number of hours specified under the Plan.

2. Customer Responsibilities:

Under this Plan You are required to:

- a. Perform all required maintenance on the Equipment, at the recommended intervals specified in the Equipment manufacturer's operator's manual, and present to the Provider, upon request, proof of such maintenance, satisfactory to the Provider
- b. Operate the Equipment exclusively within its rated capacity as specified in the Equipment manufacturer's operator's manual.
- c. Promptly report to an Authorized Repair Facility any problems with respect to the performance of the Equipment and have the Equipment available for repair in a timely manner. In the event a potential Failure occurs, You or the Authorized Repair Facility may report the potential Failure to Us to commence a Provider payment request.
- d. Use all reasonable means to protect the Equipment from further damage when a Failure occurs.
- e. Pay for travel expenses associated with the repair of the Equipment, unless the Plan specifies otherwise on the Summary Page.
- f. Approve exploratory dismantling of the Equipment if necessary to diagnosis a Failure, and pay all charges for exploratory dismantling if, as a result of such dismantling, the Provider determines that there has not been a Failure within the scope of the Plan.

3. Provider Responsibilities:

- a. Under this Plan the Provider is required to provide coverage for the Equipment according to the terms and conditions set out herein, the coverage and Service Fee described on the Summary Page of this Plan, and the Master Parts Schedule of this Plan.
- b. THE SCOPE OF THE PLAN IS HEREBY LIMITED EXCLUSIVELY TO THE TERMS AND CONDITIONS EXPRESSED HEREIN, AND THE CUSTOMER IS BOUND BY THESE TERMS AND CONDITIONS.
- c. 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 INVOLVING THE COVERED EQUIPMENT. THE PROVIDER SPECIFICALLY HEREBY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- d. The Provider neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item relating to the Equipment, that is separately warranted by such part's manufacturer.
- e. The Provider's obligations under this Plan are insured by a contract liability insurance policy. In the event the Provider is unable to fulfill obligations under the Plan, the insurer shall assume full responsibility for the administration of Provider payment requests. The contract liability insurance policy is issued by American Bankers Insurance Company of Florida, P.O. Box 21647, St. Petersburg, FL 33742, 305-253-2244. If the Provider fails to perform or make payment under the terms of the Plan within sixty (60) days after You request performance or payment, You may apply directly to American Bankers Insurance Company of Florida.

4. Territory:

- a. Coverage under the Plan applies exclusively to Equipment sold and registered by an authorized dealer in the United States and operated exclusively in the United States, Puerto Rico and Canada.

5. Provider Payment:

- a. A Provider payment under the Plan is limited to:
 - i. repairs to the Equipment in accordance with the terms and conditions set out herein, and in consequence of a request for Provider payment authorized by the Provider for a Failure, due to defects in parts listed on the Master Parts Schedule, that occurs:
 1. during the Plan Term;
 2. 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 Equipment; and

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3. in respect of defects in the Equipment arising after such expiration.
- ii. the manufacturer's suggested list price for parts, the Authorized Repair Facility's published shop rate for labor, and, when applicable, the Authorized Repair Facility's posted travel and mileage rates, up to the set limits of the Plan, on repairs approved by the Provider, and made by an Authorized Repair Facility, for Equipment Failures due to a defect in material or workmanship.
- iii. exploratory dismantling of the Equipment only in the event of an approved Failure.
- b. The maximum total Provider payment under the Plan shall not exceed:
 - i. the Equipment value provided at the time the Plan was purchased, or \$1,000,000, whichever is less, for Equipment classified as new, as referenced on the Summary Page, or
 - ii. fifty percent (50%) of the Equipment value provided at the time the Plan was purchased, or \$1,000,000, whichever is less, for Equipment classified as used, as referenced on the Summary Page.
- c. Labor hours for repairs will be approved as deemed reasonable by the Provider.
- d. If the Provider agrees to pay for repairs under this Plan, and the Customer does or may receive any payment relating to the same repairs from anyone else, the Provider, in its discretion, may require the Customer to either assign the Customer's right to receive such payment to the Provider, or remit to Provider any payment received by the Customer, up to the amount that the Provider paid for the repairs. The Customer agrees that the Provider shall have no liability to the Customer or to an Authorized Repair Facility for any amount paid by a third party to the Customer or to an Authorized Repair Facility in respect to a repair covered under this Plan.
- e. To be eligible for a Provider payment, the following procedures must be adhered to:
 - i. Promptly report to an Authorized Repair Facility any problems with respect to the performance of the Equipment and have the Equipment available for repair in a timely manner. In the event a potential Failure occurs, You or the Authorized Repair Facility may report the potential Failure to Us at 866-408-2881 to commence a Provider payment request.
 - ii. The Authorized Repair Facility must open a work order on the date of notification of a problem with the Equipment.
 - iii. All requests for Provider payment 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 Provider payment beyond this time limit will be denied.
 - iv. All required information shall be provided on the request for Provider payment form at time of submission of the Provider payment request.
 - v. All faulty parts from the Failure must be retained for inspection by the Provider until final settlement of the Provider payment request has been made. Faulty parts from the Failure, oil sampling reports, maintenance records and invoices associated with the repair, and photographic evidence documenting the Failure and secondary damages shall be provided to the Provider within 30 days of request.
 - vi. All resubmitted Provider payment requests, regardless of the reason, must be resubmitted within 60 consecutive days from the date on which the settlement of the Provider payment request was made by the Provider. After that time period the Provider payment request will stand as processed.
 - vii. Disputed Provider payment settlements must be resolved within 60 consecutive days from the date on which the offer of settlement of the Provider payment request was made by the Provider. After that time period the Provider payment request will stand as processed.

6. Service Fee:

- a. One Service Fee will apply to each reported Failure, unless the Plan specifies otherwise on the Summary Page
- b. Any transportation, travel, or other expenses will not be credited toward any applicable Service Fee, unless the Plan specifies otherwise on the Summary Page.

7. Exclusions:

The following exclusions and limitations shall apply to the Plan except to the extent in which they are not allowed by applicable state law:

- a. The Plan does not provide coverage for any Failure to any part reasonably believed to be 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.
- b. The Plan does not provide coverage for any and all Failures due to pre-existing conditions or any and all Failures that occurred prior to the Plan Term.
- c. The Plan shall not cover Equipment with respect to Failures due to:
 - i. failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operator's manual, failure to properly maintain the Equipment, improper use of the Equipment, operation of the Equipment beyond its rated capacity, operating conditions, or specifications, non-compliance with instructions provided by the manufacturer to prevent such Failure;
 - ii. misuse, deterioration due to improper storage, weathering, abuse or neglect, including, but not limited to, operation without adequate coolant or lubricants, adjustments to the fuel system outside the Equipment manufacturer's specifications, illegal or improper speeding/over speeding/racing, improper starting, warm-up, or shutdown practices, use of incorrect or contaminated fuel, oil or other fluids, or continued operation of impaired Equipment.
 - iii. physical damage, fraud, collision, accident, road hazard, vandalism, riot, theft, flood, fire, war, or acts of God.
- d. The Provider is not responsible for:
 - i. failures resulting from improper repair, use of parts that are not authorized by the Provider, or genuine authorized remanufactured parts;
 - ii. failures arising from the use of attachments unless the Plan states otherwise;
 - iii. the cost of removing optional equipment or attachments including, but not limited to, loaders, duals, and tanks, unless the Plan states otherwise;
 - iv. 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, or repair of corrosion, decay and deterioration.
- e. The Plan does not cover:
 - i. normal maintenance parts and service including, but not limited to, breathers, external O-rings and bonded washers, loose fittings and connections, chaffed or rubbed hydraulic hoses or wiring harnesses, lubricated joints, pins and bushings, replenishment of oils, lubricants, coolants, and filters; however, lubricants, filters, and coolants may qualify for Provider payment request under the Plan if they require replacement as a direct result of a covered Failure;
 - ii. the replacement of parts, items and accessories not fully functional due to normal wear and tear;
 - iii. costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
 - iv. Customer comfort items including, but not limited to weather stripping, carpets and floor mats, paint, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and struts, radios/cd/mp3 players, and seats, unless otherwise listed on the Master Parts Schedule;
 - v. repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;
 - vi. Equipment, parts or components covered by an OEM, repair facility or other warranty, extended warranty, extended service plan, field campaign, service letter, or recall policy;
 - vii. travel costs associated with transporting Equipment to and from the location of repair, unless the Plan specifies otherwise on the Summary Page;
 - viii. charges for labor performed other than by an Authorized Repair Facility;
 - ix. repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Equipment;
 - x. costs for overtime labor charges or out-of-shop expenses without prior written authorization of the Provider;
 - xi. economic loss, including, but not limited to, lost profits, crop loss, or cost of Equipment rental;

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- xii. the cost of cleaning the Equipment in preparation for a repair;
 - xiii. loss or damage of the Equipment during shipment;
 - xiv. Provider payment requests involving Equipment damaged in transit or handling and subsequently sold as "salvage" Equipment;
 - xv. items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
 - xvi. Provider payment requests in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 70% or less than the replacement cost of the entire assembly, other than with the prior written authorization of the Provider;
 - xvii. Provider payment requests in respect of the inspection or reconditioning of the Equipment;
 - xviii. any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a covered Failure;
 - xix. 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;
 - xx. repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
 - xxi. ensuing loss arising from a Failure, including, without limitation, such loss caused by fire, oil or water/coolant;
 - xxii. Failure due to tampering with, adjustments or additions of components to, or replacements for the Equipment, when such actions could contribute to increasing the published horsepower rating of any engine-powered Equipment;
 - xxiii. repairs beyond those required to correct a Failure, or parts/items replaced solely at the Customer's preference.
- f. The Plan does not provide coverage 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 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 coverage under the Plan. Use of an agricultural tractor in any of the following commercial applications will make such tractor ineligible for coverage under the Plan: site preparation, excavation, pond/lagoon-building and forestry applications.
8. **Transferability:**
- a. Coverage under this Plan remains with the Covered Equipment for the Plan Term, regardless of trade-in or resale. If desired, the Summary Page may be updated to reflect any change in ownership of the Covered Equipment by the Selling Dealer submitting a request to the Provider.
 - b. If the Covered Equipment is stolen or destroyed within the applicable base warranty period, the Plan is not transferable to another machine, but may be eligible for cancellation.
9. **Cancellation:**
- a. In the event You request cancellation of this Plan for any reason, the Plan shall terminate, but the Plan purchase price is non-refundable to the extent permitted by law. To request a cancellation, You must submit written notification immediately to the Selling Dealer or Provider including the following: 1) the Plan number 2) Equipment serial number 3) date of cancellation and 4) the Equipment's current hour meter reading.
 - b. The Plan, and all coverage thereunder, shall be cancelled by Us if:
 - i. any portion of the OEM warranty is voided or altered from the warranty period provided on the on the Commercial Equipment Protection Plan Registration without prior written authorization of the Provider,
 - ii. the Equipment is modified or altered, except with the prior written consent of the Provider or at the direction of the manufacturer of the Equipment,
 - iii. the Equipment's hour meter is changed or altered, other than by an authorized OEM dealership at the direction of the manufacturer of the Equipment, and documentation of the change is provided to the Provider,
 - iv. the Equipment's fuel or hydraulic system is changed or altered, without the prior written consent of the Provider,
 - v. the Equipment is used in any application for which they were not designed to be used by the OEM,
 - vi. the Equipment is scrapped, salvaged, stolen, junked, or totaled, or
 - vii. intentional misrepresentation has occurred on the Commercial Equipment Protection Plan Registration or Transfer as to the type of Equipment or application(s) for which the Equipment will be used.
 - viii. the Cover Equipment is identified as a Gray Market Equipment, without prior written authorization of the Provider.
10. **Disputes:**
- a. Any dispute between the Customer and the Provider in respect of a payment due the Customer or the Provider under the Plan that is not resolved under section 10.b. within 60 days after notice of the dispute has been provided may be referred by either party to a panel of three (3) unrelated authorized repair facilities for review. The ruling shall be determined by the decision of the majority of the chosen repair facilities.
 - b. To encourage the prompt and equitable settlement of any dispute under the Plan that may arise between the parties, the parties agree to negotiate their dispute(s) directly and in good faith for a period of not less than thirty (30) days after receiving written notification of the existence of a dispute. If either party desires, it may request in writing that both parties submit their dispute(s) to a licensed attorney who is an experienced mediator located in the county where the Customer resides, in which instance the Provider shall select and pay the fees of the attorney who will work with the parties in an effort to resolve the dispute utilizing non-binding mediation.
 - c. If a resolution of the dispute is not achieved by the processes identified in either section 10.a. or 10.b., the dispute shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of having jurisdiction thereof. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY HAVE CHOSEN TO HAVE ANY DIPUTES DECIDED THROUGH ARBITRATION. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. Telephone: (877) 495-4185; Website: www.adr.org.
11. **General Provisions:**
- a. 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 covered exclusively under any Replacement Parts Warranty while it remains in effect, and only thereafter under the Plan.
 - b. A Customer may upgrade the scope of the Plan applicable to the Covered Equipment, by selecting a different coverage level or Plan Term at any time during the manufacturer's base warranty period applicable to the Covered Equipment, upon written request by the Selling Dealer to the Provider, and payment to the Provider of any additional cost of such upgrade.
 - c. 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.
 - d. The Plan gives the Customer specific legal rights and the Customer may also have other rights, which may vary, from state to state.

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- e. 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.
 - f. Only the Provider has any liability in respect of Provider payment requests made under the Plan except as stated in Section 3(e) above.
 - g. The terms and conditions set out herein supersede and replace any and all Plans, 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 which shall remain enforceable. 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.
 - h. The Plan shall be interpreted for all purposes in accordance with the laws of the state of Tennessee.
 - i. 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.
 - j. If You receive benefits under this Plan, We will be entitled to Your rights to recover against any manufacturer, insurance company or service plan provider who may be responsible to You for Costs covered under this Plan or any payments made by Us. If We ask, You agree to cooperate with Us in any matter concerning this Plan or, to enforce Our rights.
 - k. This Plan is not insurance and is not subject to states insurance laws.
 - l. Purchase of this Plan is not required and is not a condition of the sale or financing of the Equipment.
12. **State Notices:**
- If this Plan was purchased in any of the following states, the Plan is amended as indicated below for the specific state in which the Plan was purchased. The Provider of this Plan makes diligent effort to include herein the applicable state notices in effect prior to the issuance of the Plan. In cases where an applicable state notice went into effect prior to the issuance of the Plan, but such notice does not appear within the Plan, the applicable state law will take precedence over the terms and conditions of this Plan.
- a. Connecticut: Your Plan is hereby amended as follows:
 - i. Disputes clause 10(c) is amended to include the following:

In the event a dispute or complaint arises out of this Plan, YOU may file a complaint with the Connecticut Insurance Department by mail at: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. When making a complaint, include a copy of this Plan, the purchase/lease price of the Equipment, and any attempts to resolve the dispute. If the Plan Term is less than one (1) year, the Plan Term shall be automatically extended while any repairs covered under the Plan are being done and the Equipment is in the custody of an Authorized Repair Facility.
 - ii. If You return the Equipment or the Equipment is sold, lost, stolen or destroyed, You may cancel this Plan, subject to the cancellation provisions outlined herein.
 - b. Georgia: Your Plan is hereby amended as follows:
 - i. Disputes clause 10(c) is deleted in its entirety. In the event a Provider payment request or dispute must be adjudicated in person, the adjudication will take place in Your County of residence.
 - ii. Cancellation clause 9(a) is hereby amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law" and replaced with "and You shall be entitled to a pro-rata refund of the unearned purchase price."
 - iii. Cancellation clause 9(b) is hereby deleted and replaced with the following:

We can only cancel the Plan for Your failure to pay the purchase price, Your fraud, or Your material misrepresentation. 1. If We cancel the Plan, We will send written notice to you at the last known address You have given Us at least 30 days prior to cancellation. The written notice will state the effective date of the cancellation. If the Plan is cancelled for non-payment, or with-in 60 days of the effective date of the Plan, We will mail the notice at least 10 days prior to the cancellation; 2. Any unearned purchase price shall be refunded to or credited to You on a pro-rata basis on or before the cancellation date. Failure to refund in accordance with this provision shall make Us liable for a penalty equal to 25% of the refund and interest of 18% per annum until the refund is paid, not to exceed 50% of the refund. Failure to comply with this provision will entitle You to an additional 30 days of coverage, provided You pay the purchase price for that time. You may cancel the Plan by mailing notice to Us. Cancellation shall be effective by the later of either when the notice is received by the Provider or the date specified in the Plan.
 - iv. The Plan shall be interpreted for all purposes in accordance with the laws of the State of Georgia.
 - v. Exclusion 7.b is amended to read: The Plan does not provide coverage for any and all Failures due to pre-existing occurrences that occurred prior to the Plan start date or hours referenced on the Summary Page.
 - c. Hawaii: Your Plan is hereby amended as follows:

Cancellation clause 9(a) is hereby amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law" and to include with the following:

If you cancel and return this Plan within 30 days of mailing, or 20 days of delivery if the Plan is delivered at the time of sale and no claim has been paid, You are entitled to a full refund of the purchase price. A 10 percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after receipt of Your written notice of cancellation.
 - d. Idaho:
 - i. Coverage afforded under this Plan is not guaranteed by the Idaho Insurance Guarantee Association.
 - ii. Cancellation clause 9(a) is hereby amended to add the following:

In the event You give notice of cancellation for any reason, the Plan shall terminate. A full refund, less a cancellation fee not to exceed \$50.00, will be returned if notice of cancellation is given within 30 days of the Plan purchase, and no Provider payment requests have been paid. We will provide a pro-rata refund, less a cancellation fee not to exceed \$50.00 and any Provider payment requests paid, will be given, for all other cancellation requests made within the Plan Term.
 - e. Illinois: Your Plan is hereby amended as follows:

Cancellation clause 9(a) is amended to include the following:

If this Plan is cancelled within thirty (30) days of the Plan purchase date and no Provider payment request has been made, We will refund the full Plan purchase price. If the Plan is cancelled after the first thirty (30) days or a Provider payment request has been filed, the refund will be made on an amount of the Plan purchase price calculated according to the pro-rata method reflecting the lesser of the remaining days in force or the remaining hours, less an administrative fee of fifty dollar (\$50.00) or ten percent (10%) of the amount of the prorated, whichever is less. Any Provider payment request incurred or paid will be deducted from the amount of the cancellation refund.
 - f. Iowa: Your Plan is hereby amended as follows:
 - i. If You have problems or questions about this Plan, You may contact the Commissioner of Insurance of the State of Iowa at (515) 242-5310, 601 Locust Street, 4th Floor, Des Moines, Iowa 50309.
 - ii. Cancellation clause 9 is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with "if you cancel the Plan within 20 days, and You have not made a claim, You are entitled to a full refund."
 - iii. Cancellation clause 9 is further amended to include:

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We are primarily responsible for providing any refund to You, which You may be entitled to under this Plan. Also, a ten percent (10%) penalty will be added each month to the cancellation refund not paid to the holder within thirty (30) days of the receipt of Your written cancellation notice by Us.

- g. **Maine:** Your Plan is hereby amended as follows:
- Cancellation clause 9(a) is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with the following:
If you cancel within 20 days You are entitled to a full refund of the purchase price and if you cancel after that time We will provide a pro-rata refund of the unearned purchase price to You. A monthly penalty equal to ten percent (10%) of the refund amount will be added to any refund that is not paid or credited to You within forty-five (45) days after Our receipt of a cancellation request from You."
 - Cancellation clause 9(b) is amended to include the following: In the event of cancellation by Us, We will provide You with notice mailed to your last known address in our records fifteen (15) days prior to cancellation that identifies both the basis for cancellation and the cancellation effective date.
- h. **Maryland:** Your Plan is hereby amended as follows:
- The repair of a Failure covered under this Plan shall include the tear down and diagnosis of the defect.
 - Cancellation clause 9(a) is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with the following:
If you cancel within 20 days You are entitled to a full refund of the purchase price and if you cancel after that time and We will provide a pro-rata refund to You of the unearned purchase price. The Provider shall provide all refunds within forty-five (45) days of a cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Plan price penalty per month will be added.
 - If the term of the Plan is scheduled to expire during a period in which We are to provide a covered service, the term of the Plan is automatically extended until the claim has been resolved.
- i. **Mississippi:** Your Plan is hereby amended as follows:
- Disputes clause 10(c) is deleted and replaced with:
IF A RESOLUTION OF THE DISPUTE IS NOT ACHIEVED THE DISPUTE SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT OF HAVING JURISDICTION THEREOF. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY HAVE CHOSEN TO HAVE ANY DIPUTES DECIDED THROUGH ARBITRATION. RULES AND FORMS OF THE AMERICAN ARBITRATION ASSOCIATION MAY BE OBTAINED AND ALL CLAIMS SHALL BE FILED AT ANY OFFICE OF THE AMERICAN ARBITRATION AND ALL CLAIMS SHALL BE FILED AT ANY OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION OR AT CORPORATE HEADQUARTERS, 1101 LAUREL OAK ROAD, SUITE 100, VOORHEES, NJ 08043. TELEPHONE: (877) 495-4185; WEBSITE: www.adr.org.
 - Cancellation clause 9(a) is amended to remove the language "but the Plan purchase price is non-refundable to the extent permitted by law." and replaced with the following: If you cancel within 20 days You are entitled to a full refund of the purchase price and if you cancel after that time We will provide a pro-rata refund to You of the unearned purchase price. The Provider shall provide all refunds within forty-five (45) days of a cancellation notification. If the Provider does not provide a refund within forty-five (45) days, a ten percent (10%) of the Plan price penalty per month will be added.
- j. **Montana:** Your Plan is hereby amended as follows:
Section 9 is deleted, and replaced with the following:
The Plan may be cancelled at any time by either You or Us.
- k. **Nebraska:** Your Plan is hereby amended as follows:
Disputes clause 10(c) is amended to add:
THIS PLAN CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.
- l. **New York:** Your Plan is hereby amended as follows:
Cancellation clause 9(a) is hereby deleted and replaced with the following:
In the event You give notice of cancellation for any reason, the Plan shall terminate and a full refund will be returned if notice of cancellation is given within 10 days of the Plan purchase, and no Provider payment requests have been paid. A ten percent (10%) penalty per month shall be added to a refund not made within thirty (30) days of the receipt of the cancellation request. To request a cancellation, submit written notification immediately to the Selling Dealer or Provider including the following: 1) the Plan number 2) Equipment serial number and 3) a signed notarized statement certifying the Equipment's current hour meter reading. Should We cancel the Plan, We will provide You with written notice of the cancellation. Notice of the cancellation will contain the effective date of the cancellation and the reason for the cancellation. Notice of cancellation will be mailed to You at Your last known address at least 15 days prior to the cancellation by Us. Prior notice of cancellation is not required for non-payment, a material misrepresentation by You, or a breach of Your substantial duties relating to the Covered Equipment.
- m. **North Carolina:** Your Plan is hereby amended as follows:
- Cancellation clause 9(a) is hereby deleted and replaced with the following:
In the event You give notice of cancellation for any reason at any time after the purchase of the Plan, the Plan shall terminate and You shall receive a pro-rata refund, less any Provider payment requests paid and a reasonable administrative fee not to exceed ten percent (10%) of the pro-rata refund.
 - Cancellation clause 9(b) is amended to include the following: We may cancel the Plan for Your nonpayment of the purchase price or for Your direct violation of the terms of the Plan.
- n. **Oklahoma:** Your Plan is hereby amended as follows:
- Cancellation clause 9 is amended to include the following:
In the event the covered Equipment is repossessed, declared a total loss, or You give notice of cancellation, the Plan shall terminate. If this Plan is cancelled within thirty (30) days of the Plan purchase date, We will refund the full Plan purchase price. If the Plan is cancelled after the first thirty

This document is only an example of the ESPP coverage terms. The exact coverage will be set forth in the ESPP contract issued to a customer at the time of purchase. Please note that program terms and availability may be modified or cancelled at the discretion of the administrator.

(30) days, we will pay a pro-rata refund, less a fifty dollar (\$50.00) administrative fee or ten percent (10%) of the unearned pro-rata purchase price, whichever is less, and less Provider payment requests paid.

ii. This is not an insurance contract. Coverage afforded under this Plan is not guaranteed by the Oklahoma Insurance Guaranty Association.

o. Oregon: Your Plan is hereby amended as follows:

i. Cancellation clause 9(a) is hereby deleted and replaced with the following:

In the event You give notice of cancellation for any reason, the Plan shall terminate and We will provide a pro-rata refund to You, and no Provider payment requests incurred or paid will be deducted from the amount of the refund. To request a cancellation, submit written notification immediately to the Selling Dealer or Provider including the following: 1) the Plan number 2) Equipment serial number and 3) the Equipment's current hour meter reading.

ii. Disputes clause 10(c) is deleted in its entirety.

iii. The Provider is the obligor on the Plan.

iv. General Provisions, h. is hereby deleted and replaced with: The Plan shall be interpreted for all purposes in accordance with the laws of the state of Oregon.

p. Utah:

i. This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

ii. Coverage afforded under this Plan is not guaranteed by the Property and Casualty Guarantee Association.

iii. Failure to give any notice or file any proof of loss required by the policy within the time specified in the policy does not invalidate a Provider payment request made by You, if You show that it was not reasonably possible to give the notice or file proof of loss within the prescribed time.

iv. Cancellation clause 9(a) is amended to delete "but the Plan purchase price is non-refundable to the extent permitted by law."

v. 9(b) is deleted and replaced with the following: If the reason for cancellation is material misrepresentation, substantial change in the risk assumed, or Your substantial breach of Your duties under this Plan we will deliver written notice of cancellation via first-class mail at least thirty (30) days prior to the effective date of the cancellation. If the reason for our cancellation is Your nonpayment of the purchase price, we will deliver written notice of cancellation via first-class mail at least ten (10) days prior to the effective date of the cancellation. We may also cancel by giving notice, via first-class mail to Your last known address, 30 days prior to the anniversary date of this Plan. This Plan is non-renewable.

vi. Section 10(c) is amended to add the following: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF (THE AMERICAN ARBITRATION ASSOCIATION OR OTHER RECOGNIZED ARBITRATOR), A COPY OF WHICH IS AVAILABLE ON REQUEST FROM THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION.

vii. The Plan shall be interpreted for all purposes in accordance with the laws of the State of Utah.

viii. General Provisions is amended to add the following: Payment of this Plan may be paid in full either by You or financed with Your Equipment loan or lease.