

TOTAL PROTECTION PLAN USED EQUIPMENT WARRANTY

Summary of Sign Up, Coverage, and Obligations; Application and Agreement

WARRANTY PROTECTION YOU CAN'T GET ANYWHERE ELSE!

The only program of its kind in agriculture, the Total Protection Plan™ Used Equipment Warranty covers specified components and injection pump parts of covered agricultural tractors, combines, cotton pickers/strippers and telehandlers up to

8 years or 8,000 hours.

The Total Protection Plan™ Used Equipment Warranty is available through authorized Ruby Fieldmaster® Distributors who sell Cenex lubricants.

SIGN UP AND APPROVAL PROCESS:

1. Arrange for a representative from your authorized distributor to:
 - Inspect the mechanical condition of the equipment to be covered, and take an engine oil (and, if applicable, a transmission) sample for submission to the CHS Technical Services laboratory.
 - Verify date of manufacture of equipment and accumulated operating hours.
2. Complete and sign the Used Equipment Warranty Application and Agreement of Responsibility (the "Application and Agreement") at the back of this document.
3. Provide the authorized distributor with the completed Application and Agreement and a check or money order payable to CHS for the \$399 fee. (Note: If application is denied for any reason, the fee will be refunded.) The authorized distributor will submit application and agreement, fee and sample to CHS. CHS reserves the right, in its sole discretion, to approve or disapprove any Application and Agreement submitted for approval.
4. CHS will return a letter acknowledging receipt of materials (your Cenex distributor will receive a copy). An Equipment Warranty Number will be assigned for use in identifying fluid samples.
5. Begin using Ruby Fieldmaster®, Ruby Fieldmaster B2® or Ruby Fieldmaster B5® fuel once your Application and Agreement have been submitted. The engine oil should be drained and replaced with Cenex fluids. Other fluids should be drained and replaced at the first OEM recommended interval. *If seeking Expanded Component Coverage and the tractor is within 300 hours of the first OEM recommended transmission hydraulic fluid change, the fluid should be drained and replaced with Cenex transmission fluid. If it is more than 300 hours, both the first and second LubeScan® samples should be taken of the OEM fluid already in the tractor.*
6. Run the equipment for 100 hours under normal operating conditions, then conduct and submit the second engine oil LubeScan®. If the engine shows no signs of mechanical defects and the Application and Agreement is approved, engine coverage begins as of that date and CHS will forward the approved contract detailing coverage along with four \$50 Cenex rebate coupons for use on qualifying Cenex products and LubeScan® kits to be redeemed at your authorized distributor.
7. *For the Expanded Component coverage, you need to run the equipment for 300 hours from the first sample under normal operating conditions, then conduct and submit the second LubeScan® transmission fluid sample. If the transmission shows no signs of mechanical defects, transmission coverage begins as of that date and CHS will send you an updated agreement. At the first OEM recommended interval, drain and replace any remaining OEM fluid.*

WARRANTY COVERAGE:

The Warranty Term shall begin on the date of manufacture of the equipment and extends for the number of years or service hours outlined, whichever occurs first. The Operator must exclusively use both a lubricant and fuel product listed in the Covered Fluid column.

DIESEL ENGINE/INJECTOR PUMP WARRANTY COVERAGE AVAILABLE FOR TRACTORS (25+ HORSEPOWER), COMBINES, COTTON PICKER/STRIPPERS AND TELEHANDLERS

Component	Covered Fluid	Warranty Term
Diesel Engine	Maxtron® DEO, Maxtron® Enviro-EDGE®, Superlube TMS® or Superlube 518®	8 yrs/8,000 hrs
Diesel Injection Pump ¹	Ruby Fieldmaster®, Ruby Fieldmaster B2® or Ruby Fieldmaster B5®	8 yrs/8,000 hrs

EXPANDED COMPONENT COVERAGE WARRANTY AVAILABLE FOR TRACTORS (25+ HORSEPOWER) AND TELEHANDLERS UNDER 2 YEARS OLD WITH LESS THAN 2,000 HOURS ARE ALSO ELIGIBLE FOR:

Component	Covered Fluid	Warranty Term
Diesel Injectors ¹	Ruby Fieldmaster®, Ruby Fieldmaster B2® or Ruby Fieldmaster B5®	5 yrs/ 5,000 hrs
Trans/Hyd/Final Drive	Maxtron® THF+, Qwiklift® HTB®, BioMax™ THF or Power Transmission Fluid	8 yrs/8,000 hrs
Differential/Hubs	Maxtron® GL or MP Gear Lube	6 yrs/ 6,000 hrs

¹Total Protection Plan™ Warranty for these components is available only through authorized Ruby Fieldmaster® Distributors.

Parts Covered by Warranty

DIESEL ENGINE: Rocker arm shaft, cylinder liner, valve lifter, push rods, pistons, rings, wrist pins, connecting rod & crankshaft, camshaft & bearings, and timing gear.

DIESEL INJECTION PUMP: Metering valve, transfer pump, pressure regulator, distributor rotor, hydraulic head, delivery valve, cam ring, plungers, bearing, and driveshaft.

DIESEL INJECTOR (Agricultural Equipment: 25+ HP Tractors and Telehandlers only): Mechanical parts.

TRANSMISSION, HYDRAULIC, FINAL DRIVE, DIFFERENTIAL/ HUBS (Agricultural Equipment: 25+ HP Tractors and Telehandlers only): Gears, shafts, bearings, wet clutches, oil-immersed wet brake and clutch facing, hydraulic pumps, and valves.

Parts Not Covered by Warranty

DIESEL ENGINE: Cylinder head assembly, valves/valve guides, oil pump and oil cooler, engine block, oil seals, oil filters, turbocharger, non-lubricated parts.

DIESEL INJECTION SYSTEM: Fuel lines, filters. TRANSMISSION, HYDRAULIC, FINAL DRIVE, DIFFERENTIAL/ HUBS (Agricultural Equipment: 25+ HP Tractors and Telehandlers only): Auxiliary equipment.

ADDITIONAL VALUE:

CHS will provide maintenance reminders to help keep your equipment in top condition and send periodic money saving coupons for Cenex products.

TOTAL PROTECTION PLAN USED EQUIPMENT WARRANTY

Summary of Sign Up, Coverage, and Obligations; Application and Agreement

OPERATOR OBLIGATION:

- 1. Proper Fuel, Lubricants, and Filters:** Use the proper products approved by CHS, including covered fluids, filters and additives exclusively in the components covered by the Warranty. Contact the distributor from which you purchase the applicable covered fluid or CHS for assistance and/or confirmation of product selection. Retain all receipts from purchases of covered fluids, filters and additives. *Biodiesel, conforming to the ASTM D 6751 provisional specification may be used up to 5% blend in Ruby Fieldmaster® Premium Diesel.* Using any products not approved by CHS, other than factory fill, will void the Warranty, with the exception of lowering the pour point of Ruby Fieldmaster®, Ruby Fieldmaster B2®, and Ruby Fieldmaster B5® by adding No. 1 diesel fuel or kerosene—more than 50% dilution requires the addition of an approved additive at the recommended treat rate. Any and all Ruby Fieldmaster® diesel fuel storage tanks must be equipped with a fuel filter approved by CHS.
- 2. Fluid Samples:**
 - For engines covered by the Warranty, submit engine lubricant samples at the time of each original equipment manufacturer recommended lubricant change; at the time of making a claim under the Warranty; and at any time when requested by CHS.
 - For transmission/ hydraulic/final drive Warranty coverage; submit lubricant samples every 300 hours of service, or at a minimum annually; at the time of making a claim under the Warranty; and at any time when requested by CHS.
 - For differential/hubs Warranty coverage, submit lubricant samples annually; at the time of making a claim under the Warranty; and at any time when requested by CHS.
 - For diesel injection pump/diesel injectors Warranty coverage, submit fuel samples at the time of making a claim under the Warranty and at any time when requested by CHS.
 - LubeScan® kits for fluid sampling are available for purchase from your Cenex distributor.
- 3. Maintenance:** Maintain components covered under the Warranty in accordance with the original equipment manufacturer's recommendations and/or recommendations made in writing by CHS. Retain all receipts for maintenance.
- 4. Corrective Action:** Take reasonable corrective action when requested by CHS. If corrective action involves more than minor repair or maintenance, contact your Cenex distributor. Retain all receipts for corrective action.

TRANSFERRING COVERAGE:

Existing coverage can be transferred to a new owner provided that all prior Operator responsibilities have been fulfilled and there is at least 6 months left in the Warranty term. Transfer request must be made within 30 days of acquisition of the transferred equipment. Coverage is limited to the original Warranty term.

1. Contact your authorized distributor to receive a Warranty Transfer Request and Agreement of Responsibility (the "Transfer and Agreement") for completion.
2. Complete and sign the Transfer and Agreement and return it to your authorized distributor for processing. Distributor will forward to CHS.
3. CHS will review your Transfer and Agreement and notify you if it is approved by sending you an approval letter detailing your current coverage (your distributor will receive a copy).

CLAIM PROCESS:

1. If a covered part shows signs of failure, notify your distributor immediately. A sample of the relevant Cenex lubricant and/or fuel must be sent to CHS for evaluation.
2. CHS must approve the service center and give authorization prior to repair or replacement of the internal part(s). CHS will exclusively determine if the part(s) are repairable or need to be replaced.
3. **The repair will be at CHS' expense, including installation and labor.** After the service has been completed, submit the invoice to CHS for payment.

CHS requires no operator burden of proof and no deductible. CHS pays the full amount and if applicable, will do the legwork to pursue any claim for breach of the equipment manufacturer's warranty.

LIMITATIONS:

The Total Protection Plan™ Used Equipment Warranty coverage is limited to the items as specified. The Total Protection Plan™ Warranty does not cover damage resulting from:

- Lack of recommended maintenance
- Misuse or use of equipment for a purpose other than that for which it was designed
- Unauthorized or improper modifications to covered equipment
- Accidents or damage caused by disasters such as fire, flood, wind or lightning
- The presence of foreign material in component.
- Use of non-CHS-approved products
- Improper use/storage of products
- Nonagricultural use
- Any other abuse or misuse

The Total Protection Plan™ Used Equipment Warranty does not cover extra expenses, such as:

- Lost profits
- Loss of use
- Rentals
- Downtime
- Hauling/Transportation
- Lodging

Please Note: This summary is intended only to describe the Warranty in general terms and is not a complete description of the terms and conditions of the Warranty. See the following Application and Agreement for the complete terms, conditions and limitations of the Warranty. In the event of any conflict between: (1) this summary and (2) the Application and Agreement, the Application and Agreement shall govern and control.



TOTAL PROTECTION PLAN™ (“TPP”)
WARRANTY PROGRAM

USED EQUIPMENT WARRANTY APPLICATION

Applicant Information

Form fields for Applicant Information including: APPLICANT'S NAME, PHONE, RURAL ROUTE OR STREET ADDRESS, CITY, STATE, ZIP, E-MAIL ADDRESS, MODEL NAME OR NUMBER, UNIT SERIAL NUMBER, FUEL TYPE, MAKE, 25+ HP TRACTOR, COMBINE, COTTON PICKER/STRIPPER, TELEHANDLER.

Diesel Engine/Injector Pump Coverage Option:

8 years/8,000 hours engine coverage with Maxtron® DEO, Maxtron® Enviro-EDGE®, Superlube TMS®, or Superlube 518®: and
8 years/8,000 hours diesel injection
pump coverage with Ruby Fieldmaster® Premium Diesel and Ruby Fieldmaster B2® or Ruby Fieldmaster B5®

Note: Coverage only available when fuels or lubricants are used together, through an authorized Ruby Fieldmaster® Distributor only.

Expanded Component Coverage Option:

(25+ HP tractors and telehandlers under 2 years old with less than 2,000 hours are eligible)

5 years/5,000 hours diesel injector coverage with Ruby Fieldmaster® and Ruby Fieldmaster B2® or Ruby Fieldmaster B5®: and 8 years/8,000 hours
transmission/hydraulic/final drive coverage with Maxtron® THF+, Qwiklift® HTB®, BioMax™ THF or Power Transmission Fluid: and
6 years/6,000 hours differential/hub coverage with Maxtron® GL or MP Gear Lube

This Warranty is Being Transferred

Form fields for Warranty Transfer: CURRENT TPP WARRANTY #, CURRENT WARRANTY HOLDER NAME.

IMPORTANT: APPLICANT MUST SIGN AGREEMENT OF RESPONSIBILITY

Equipment Certification

Equipment Manufacture Date
Current hours on equipment
I have personally verified the information listed above.

Signed
Title
Date

Form fields for Authorized Distributor: AUTHORIZED DISTRIBUTOR ACCOUNT NO., (LAST SIX DIGITS ONLY).

Form fields for Authorized Distributor: AUTHORIZED DISTRIBUTOR NAME, CITY, STATE, ZIP.

PLEASE MAIL THIS APPLICATION TO:

Cenex Total Protection Plan Program
400 1st Avenue North
Suite 700
Minneapolis, MN 55401
Phone: 1-866-863-0827

Form field for Cenex Petroleum Representative: CENEX® PETROLEUM REPRESENTATIVE — LAST NAME FIRST.

Form fields for contact information: PHONE, E-MAIL ADDRESS, FAX #.

Form fields for Customer New to Cenex Oil: YES, NO.

Form fields for Total Oil Gallons Used Annually: Under 250g, 250-499g, 500-999g, 1000g or over.

Form fields for Cenex as a Percent of Oil Purchased: 0-24%, 25-49%, 50-74%, 75-100%.

Form fields for Oil Container Size Purchased: Small Packages, 30 or 55 gal drums, Totes or Bulk.

Form fields for Customer New to Cenex Premium Diesel Fuel: YES, NO.

Form fields for Acres Farmed: 0-750, 751-1500, 1501-3000, 3001+.

Form fields for Primary Business: WHEAT, CORN, SOY-BEANS, MILO, LIVE-STOCK, OTHER.

Form fields for Other Units on TPP Warranty: YES, NO.

Form fields for Age of Applicant: 18-30, 31-45, 46-60, 61+.

TOTAL PROTECTION PLAN WARRANTY USED EQUIPMENT — AGREEMENT OF RESPONSIBILITY

The Energy Division of CHS offers a Total Protection Plan™ Warranty Program (the “TPP Warranty” or “Warranty”) for eligible operators of eligible used equipment (“Agricultural Equipment,” as further described below). Eligible operators shall include individuals and entities that either own and operate, or lease and operate, such eligible used equipment (in either case referred to hereinafter as an “Operator”).

APPLICATION

An Operator of eligible used Agricultural Equipment that desires to obtain the TPP Warranty on a Component(s) of such Agricultural Equipment must both:

- Submit the following to a CHS authorized distributor from which Operator purchases the applicable lubricant products described below as “Covered Fluids”:
 - Completed and signed copy of the Used Equipment TPP Warranty Application and Agreement of Responsibility (the “Application and Agreement”); and
 - A check or money order in the amount of \$399 payable to CHS.
- Arrange for a mechanical inspection of such Agricultural Equipment, not later than:
 - For **Diesel Engine/Injector Pump Coverage Option**, the earlier of: (i) 8 years following the date of manufacture of such Agricultural Equipment, or (ii) 8,000 hours after such Agricultural Equipment was originally placed in service.
 - For **Expanded Component Coverage Option**, the earlier of: (i) 2 years following the date of manufacture of such eligible Agricultural equipment or (ii) 2,000 hours after such eligible Agricultural equipment was originally placed in service.

CHS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO APPROVE OR DISAPPROVE ANY APPLICATION AND AGREEMENT SUBMITTED FOR APPROVAL. CHS will send the Operator a letter acknowledging receipt of application materials. If approved, then CHS will send throughout the warranty term other relevant communication as well as periodic valuable coupons for Covered Fluids and sample analysis kits.

APPROVAL PROCESS

The authorized distributor will conduct a mechanical inspection of such used Agricultural Equipment, during which all applicable fluid samples will be taken, and verify the date of manufacture and accumulated hours of service of such Agricultural Equipment. If, upon analysis of the fluid samples, CHS finds no evidence of mechanical defects in the Component for which Operator is seeking a Warranty, CHS will request that Operator:

For Diesel Engine/Injector Pump Coverage Option

(1) Replace engine oil and fuel products with the applicable Covered Fluids. (2) Operate such used Agricultural Equipment under normal operating conditions for 100 hours. (3) Following the 100-hour screening period, submit engine oil sample to CHS for analysis. CHS will review the second set of engine oil samples along with the Application and Agreement. If CHS approves both the samples and Application and Agreement, CHS will return to the Operator written notice of CHS approval (the “Approval”). If not approved, Operator will receive written notice and a return of the \$399 application fee.

For Expanded Component Coverage Option

(1) Replace engine oil and fuel products with the applicable Covered Fluids. If such Agricultural Equipment is within 300 hours of the first OEM recommended transmission hydraulic fluid change, the transmission fluids should be drained and replaced with Covered Fluids. If the transmission fluids are more than 300 hours from OEM recommended drain interval, the fluids should not be replaced. (2) Operate such Agricultural Equipment under normal operating conditions for 100 hours, and submit engine oil sample to CHS for analysis. CHS will review this second engine oil sample along with the Application and Agreement. If CHS approves the second engine oil sample and the Application and Agreement, CHS will return to the Operator written notice of CHS’ approval of engine, injector pump and injector coverage (the “Engine Approval”). If the second set of samples and the Application and Agreement are not approved, the Operator will receive written notice and a return of the \$399 application fee. (3) Upon Engine Approval, operate said used Agricultural Equipment under normal operating conditions for a total of 300 hours, and submit transmission fluid samples to CHS for analysis. CHS will review this second set of transmission fluid samples. If CHS approves the second set of fluid samples, CHS will return to the Operator written notice of CHS’ approval of transmission/ hydraulic/final drive and differential/hubs (the “Transmission/Final Drive Approval”). (4) If the Operator still has the original OEM fluids in the transmission/differential, replace the fluids with applicable Covered Fluids at the first OEM recommended drain interval.

WARRANTY

For all components in this Warranty, the Warranty Term shall begin on the date of manufacture of the equipment and extend for the number of years so indicated or until the equipment has been in service for the number of hours so indicated, whichever occurs first. The Operator must exclusively use both a lubricant and fuel product listed in the Covered Fluid column with the exception of regions where Ruby Fieldmaster® products are not sold. In these regions only Covered lubricants are required and the Warranty does not cover injectors or injection pumps.

Diesel Engine/Injector Pump Warranty Coverage Available for Tractors (25+ Horsepower), Combines, Cotton Picker/Strippers and Telehandlers
Upon approval in writing of the second engine oil sample and the Application and Agreement by CHS (as shown by return of the Approval to the Operator), CHS warrants to the Operator that for the term set forth in the “Warranty Term” column of the table below (the “Warranty Term”), that the lubricant(s) and fuel product(s) set forth in the “Covered Fluid” column of the table below (each a “Covered Fluid,” collectively, the “Covered Fluids”) are fit for the purpose for which they are ordinarily intended when used in the components set forth in the “Component” column of the table below (each a “Component,” collectively, the “Components”) of such Agricultural Equipment, subject to all of the requirements and limitations contained herein.

Component	Covered Fluid	Warranty Term
Diesel Engine	Maxtron® DEO Maxtron® Enviro-EDGE® Superlube TMS® or Superlube 518®	8 yrs/8,000 hrs
Diesel Injection Pump*	Ruby Fieldmaster®, Ruby Fieldmaster B2® or Ruby Fieldmaster B5®	8 yrs/8,000 hrs

*Total Protection Plan™ Warranty for these Components is available only through authorized Ruby Fieldmaster® Distributors.

Expanded component coverage Warranty Available for Tractors (25+ Horsepower) and Telehandlers
Upon approval in writing of the second engine oil sample by CHS (as shown by return of the Approval to the Operator), diesel injectors will be added to CHS warranted coverage outlined above subject to all of the requirements and limitations set out above. Upon approval of the second transmission fluid samples by CHS (as shown by return of the Approval to the Operator), CHS also warrants to the Operator that for the Warranty Term set forth in the table below, that the lubricant(s) and fuel(s) set forth in the “Covered Fluid” column of the table below are fit for the purpose for which they are ordinarily intended when used in the components set forth in the “Component” column of the table below of such Agricultural Equipment, subject to all of the requirements and limitations contained herein.

Component	Covered Fluid	Warranty Term
Diesel Injectors*	Ruby Fieldmaster®, Ruby Fieldmaster B2® or Ruby Fieldmaster B5®	5 yrs/5,000 hrs
Trans/Hyd/Final Drive	Maxtron® THF+, Qwikliff® HTB® BioMax™ THF or Power Transmission Fluid	8 yrs/8,000 hrs
Differential/Hubs	Maxtron® GL or MP Gear Lube	6 yrs/6,000 hrs

*Total Protection Plan™ Warranty for these Components is available only through authorized Ruby Fieldmaster® Distributors.

PARTS THAT ARE COVERED BY THIS WARRANTY

DIESEL ENGINE: Rocker arm shaft, cylinder liner, valve lifter, push rods, pistons, rings, wrist pins, connecting rod & crankshaft, camshaft & bearings, and timing gear.

DIESEL INJECTION PUMP: Metering valve, transfer pump, pressure regulator, distributor rotor, hydraulic head, delivery valve, cam ring, plungers, bearing and driveshaft.

DIESEL INJECTOR: (Agricultural Equipment: 25+ HP Tractors and Telehandlers only): Mechanical parts.

TRANSMISSION, HYDRAULIC, FINAL DRIVE, DIFFERENTIAL/HUBS (Agricultural Equipment: 25+ HP Tractors and Telehandlers only): Gears, shafts, bearings, wet clutches, oil-immersed wet brake and clutch facing, hydraulic pumps and valves.

PARTS NOT COVERED BY THIS WARRANTY

DIESEL ENGINE: Cylinder head assembly, valves/valve guides, oil pump and oil cooler, engine block, oil seals, oil filters, turbocharger, non-lubricated parts.

DIESEL INJECTION SYSTEM: Fuel lines, filters.

TRANSMISSION, HYDRAULIC, FINAL DRIVE, DIFFERENTIAL/HUBS: Auxiliary equipment.

OBLIGATIONS OF OPERATOR

1. Proper Fuel, Lubricants and Filters: Operator agrees to use the proper products approved by CHS, including Covered Fluids, filters and additives, exclusively in the Component covered by the Warranty. Operator agrees to contact the authorized dealer from which Operator purchases the applicable Covered Fluid or CHS for assistance and/or confirmation of product selection. Operator agrees to retain all receipts from purchases of Covered Fluids, filters and additives. *Biodiesel conforming to the ASTM D 6751 provisional specification may be used up to 5% in Ruby Fieldmaster® Premium Diesel.* Use of any products not approved by CHS, other than factory fill, will void the Warranty, provided however, that Operator may lower the pour point of Ruby Fieldmaster® Premium Diesel Fuel by adding No. 1 diesel fuel or kerosene. More than 50% dilution of Ruby Fieldmaster® Premium Diesel Fuel with No. 1 diesel fuel or kerosene requires the addition of an approved additive at the recommended treat rate. Any and all Ruby Fieldmaster® Premium Diesel Fuel storage tanks must be equipped with a fuel filter approved by CHS.

2. Fluid Samples:

- For engines covered by the Warranty, Operator agrees to submit engine lubricant sample at the time of each original equipment manufacturer-recommended lubricant change, at the time of making a claim under the Warranty and at any time requested by CHS.
- For transmission/hydraulic/final drive Warranty coverage (25+ Horsepower Tractors and Telehandlers only), Operator agrees to submit lubricant samples every 300 hours of service, but in any event, at least one time per year beginning on the first anniversary of the acquisition date of the equipment, at the time of making a claim under the Warranty and at any time requested by CHS. If the transmission and hydraulic are separate systems, then separate samples are needed.
- For differential/hubs Warranty coverage (25+ Horsepower Tractors and Telehandlers only), Operator agrees to submit lubricant samples from each differential/hub (commonly four per tractor) one time per year beginning on the first anniversary of the acquisition date of the equipment, at the time of making a claim under the Warranty and at any time requested by CHS.
- For diesel injection pump/diesel injectors Warranty coverage, Operator agrees to submit fuel samples at the time of making a claim under the Warranty and at any time requested by CHS.
- Fluid sample kits are available for purchase from authorized dealers which sell Covered Fluids.

3. Maintenance: Operator agrees to have Components covered by the Warranty maintained in accordance with the original equipment manufacturer’s recommendations and/or recommendations made in writing by CHS. Operator agrees to retain all receipts for maintenance.

4. Corrective Action: Operator agrees to take reasonable corrective action when requested by CHS. If corrective action involves more than minor repair or maintenance, Operator should contact the authorized dealer from which Operator purchases the applicable Covered Fluid. Operator agrees to retain all receipts for corrective action.

CLAIM PROCESS

In the event of failure, or signs of failure, of a Component covered by the Warranty, Operator agrees to notify the authorized distributor from which Operator purchases the applicable Covered Fluid immediately. A sample of the Covered Fluid must be sent to CHS. In no event shall such notification be made to the authorized distributor later than one (1) month following expiration of the Warranty Term. The authorized distributor shall notify CHS which must give Operator authorization prior to repair or replacement of the internal part(s) set forth above of such Component. Such repair will be at CHS’ expense. If, in the exclusive judgment of CHS, the internal part or parts of such Component are unable to be repaired, such internal part(s) will be replaced at CHS’ expense. All Warranty service must be performed at service centers approved by CHS. Any part(s) replaced must be retained by the service center for 90 days and must be made available to CHS upon request. After service has been completed, Operator must submit the invoice to CHS for payment. In the event Operator has any internal part or parts repaired or replaced without prior authorization by CHS, CHS reserves the right not to pay for such repair or replacement.

Operator hereby assigns to CHS the right to make a claim for breach of the equipment manufacturer’s warranty, if applicable.

LIMITATIONS

CHS does not warrant (a) any product which is not a Covered Fluid, (b) failure of Component caused by or resulting from, directly or indirectly, use or storage of products other than products approved by CHS, including Covered Fluids, filters and additives, in Component or in fuel storage tank, (c) failure of Component caused by or resulting from, directly or indirectly, failure to use the Covered Fluid and/or equipment in a suitable environment, (d) failure of Component caused by or resulting from, directly or indirectly, lack of recommended maintenance of the Component or failure to take recommended corrective action promptly, (e) failure of Component caused by or resulting from, directly or indirectly, use of the equipment for a purpose other than that for which it was designed, (f) failure of Component caused by or resulting from, directly or indirectly, disasters such as fire, flood, wind and lightning, (g) failure of Component caused by or resulting from, directly or indirectly, unauthorized or improper modification or repair of the Covered Fluid and/or Component, (h) failure of Component caused by or resulting from, directly or indirectly, presence of foreign material in Component, (i) failure of Component caused by or resulting from, directly or indirectly, any other abuse or misuse, or (j) nonagricultural use. **The Warranty does not cover tractors with less than 25 horsepower engines.**

DISCLAIMER OF WARRANTY

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF REMEDIES

As to remedies available to Operator for any and all losses or damages, including losses or damages arising from a claim of breach of warranty, breach of contract, negligence or strict liability, Operator’s exclusive remedy shall be limited to the replacement value of the failed internal part or parts of the Component covered by this Warranty. UNDER NO CIRCUMSTANCES SHALL CHS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BASED UPON ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF EQUIPMENT, COST OF ANY SUBSTITUTE EQUIPMENT, DOWNTIME, COST OF HAULING AND COST OF LODGING.

ENTIRE AGREEMENT, NO OTHER WARRANTIES Unless modified in a writing signed by both parties, the Warranty, together with the Application and Agreement and the Approval, is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between CHS and Operator, relating to the subject matter of the Warranty. No employee of CHS or any other party is authorized to make any warranties in addition to that made herein.

TRANSFER OF WARRANTY

The Warranty may be transferred by Operator during the Warranty Term to a subsequent party who meets the requirements of an Operator (a “Transferee”) for the remainder of the Warranty Term so long as Operator has complied with its obligations under the Application and Agreement and there is at least 6 months left in the Warranty term. A Transferee of eligible Agricultural Equipment that desires to obtain a transfer of the TPP Warranty on a Component(s) of such Agricultural Equipment must submit a Warranty Transfer Request and Agreement of Responsibility (the “Transfer and Agreement”) to a dealer authorized by CHS from which Transferee purchases the applicable Covered Fluids within thirty (30) days of Transferee’s acquisition of equipment already covered by the TPP Warranty. Upon receipt of submitted Transfer and Agreement, CHS will review. If CHS approves, CHS will return to the Transferee written notice of approval (the “Transfer Approval”). Upon approval in writing of such Transfer and Agreement by CHS (as shown by return of the Transfer Approval to Transferee), the Transferee becomes an Operator for purposes of the remaining term of this Warranty.

Operator hereby acknowledges that it has read and understands the terms of the Total Protection Plan Used Equipment Warranty and this Application and Agreement. Operator hereby certifies that the date of manufacture and hours of service of the equipment set forth on the Application accompanying this agreement are correct. Operator hereby agrees to adhere to the terms of this Application and Agreement and understands that failure to do so will invalidate the Warranty.

Operator

Date