

## ORANGE PROTECTION PROGRAM

### MAXIMIZE YOUR PRODUCTIVITY AND PEACE OF MIND » BEYOND THE ORIGINAL WARRANTY

Your decision to purchase a Kubota is a good investment, given the quality, innovation and value of Kubota products.

Included with your purchase is the Kubota Limited Warranty which covers your tractor for one to four years, depending on your model and application.\*

**THE KUBOTA ORANGE PROTECTION PROGRAM OFFERS AN EXTENDED WARRANTY THAT WILL ALLOW YOU TO COVER YOUR TRACTOR AN ADDITIONAL ONE OR TWO YEARS DEPENDING ON YOUR MODEL AND APPLICATION.\***

### SIMPLICITY

The Orange Protection Program is designed to keep you productive in the unfortunate event of a defect in material or workmanship after the expiration of the Kubota Limited Warranty.

- » No deductible for covered repairs
- » Sold and serviced by your Authorized Kubota Extended Warranty Dealer
- » Administered by Kubota Tractor Corporation
- » Same conditions, inclusions and exclusions of the Kubota Limited Warranty apply to the Extended Warranty

*(Note: bucket teeth, bucket cutting edges, tracks and tires are not covered under the Extended Warranty. Separate Extended Warranty Hour Limitations may apply.)*

#### EXTENDED WARRANTY FOR KUBOTA PRODUCTS | EXAMPLES OF COVERAGE PERIODS

SSV EXAMPLE*	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Original Coverage	Basic			
	Engine Only (2000 hrs)			
1 Year Extended Warranty	Basic	Extended Warranty (2000 hrs)		
	Engine Only		Extended Warranty (4000 hrs)	
2 Year Extended Warranty	Basic	Extended Warranty (3000 hrs)		
	Engine Only		Extended Warranty (5000 hrs)	

M SERIES EXAMPLE*	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
Original Coverage	Basic (2000 hrs)	Retail Date 4-12-2018,			
	Powertrain (3000 hrs)				
1 Year Extended Warranty	Basic		Extended Warranty (3000 hrs)		
	Powertrain			Extended Warranty (4000 hrs)	
2 Year Extended Warranty	Basic		Extended Warranty (4000 hrs)	05 4-12-2022	
	Powertrain			Extended Warranty (5000 hrs)	05 4-12-2023

B/L SERIES EXAMPLE*	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
Original Coverage	Basic (1500 hrs)				
	Powertrain (2000 hrs)				
1 Year Extended Warranty	Basic		Extended Warranty (2250 hrs)		
	Powertrain			Extended Warranty (2750 hrs)	
2 Year Extended Warranty	Basic		Extended Warranty (3000 hrs)		
	Powertrain			Extended Warranty (3500 hrs)	

\* ABOVE STATED AND EXAMPLE COVERAGE PERIODS: Terms, Coverage Specifics, Length of Coverage and Hour Limitations Vary and Depend on Model and Application. See Your Authorized Kubota Dealer for Detailed Information About the Program.



## EXTENDED WARRANTY CONTRACT

Contract Number: 87692

1000 Kubota Drive  
Grapevine, TX 76051  
888-398-9782 1888-EXT-WSVC1

Dealer (Servicer) Name: H & R AGRI-POWER  
Address: P.O. BOX 538  
City/State/Zip: HOPKINSVILLE KY 42241  
Dealer (Servicer) Number: 11209

EXTENDED WARRANTY CONTRACT PURCHASE PRICE: \$ 15,900.00

This Extended Warranty Contract will only be valid if purchased between the RETAIL DATE of the Kubota Tractor, Loader or Backhoe and date of expiration of the ORIGINAL MANUFACTURER'S BASIC LIMITED WARRANTY.

## CONTRACT PURCHASER

First Name:	Address:
Last Name:	City/State/Zip:
Name of Business (If Purchaser is a Business):	Phone:

## LIEN HOLDER/LESSOR INFORMATION

Name of Lien Holder/Lessor, If Applicable:	Address of Lien Holder/Lessor:
Kubota Credit Corporation	3401 Del Amo Blvd, Torrance, CA 90503

	MODEL	SERIAL #	RETAIL DATE	CURRENT HOURS	Extended Warranty TERM	Extended Warranty LIST PRICE**	Extended Warranty PURCHASE PRICE
*TRACTOR	M5-091HD	53674	04/12/2018		2 YEAR	3,000.00	3,000.00
*TRACTOR	M5-091HD	53153			2 YEAR	3,000.00	3,000.00
*TRACTOR	M5-091HD	53207	04/12/2018		2 YEAR	3,000.00	3,000.00
*TRACTOR	M5-091HD	53142	04/12/2018		2 YEAR	3,000.00	3,000.00
*TRACTOR	M5-091HDC	53395	04/12/2018		2 YEAR	3,000.00	3,000.00
Tax Exempt (if applicable): <input type="checkbox"/> Tax (if applicable, varies by state)							900.00
Tax Exempt Reason:							Total: 15,900.00

\* Indicates that Extended Warranty covers only the Tractor. Loaders and Backhoes, including those purchased as part of a TLB, must be listed and priced separately. Purchased Extended Warranty extends the expiration date of the ORIGINAL KUBOTA MANUFACTURER'S BASIC LIMITED WARRANTY and POWERTRAIN LIMITED WARRANTY by the term selected. NO DEDUCTIBLES!

\*\* See last two pages for list price.

All parties to this contract understand and acknowledge that Extended Warranty for G/GR and T series can be purchased only for those units in Private Homeowner Usage.

<b>PURCHASER:</b>		<b>DEALER/SERVICER:</b>	
By: DocuSigned by:		By:	
Signature: C80DFC43CD12464	Date: 4/12/2018	Signature:	Date:
Print Name:		Print Name:	
MEMBER			
Title:		Title:	

TERMS AND CONDITIONS - EFFECTIVE 04/2013





## EXTENDED WARRANTY CONTRACT

Contract Number: 87692

## TERMS AND CONDITIONS - EFFECTIVE 04/2013

**1. DEFINITIONS.** The following definitions apply to terms used in this Extended Warranty Contract that appear in ALL CAPITAL LETTERS:

**ADMINISTRATOR:** means Kubota Tractor Corporation or its duly authorized designee.

**AUTHORIZED EXTENDED WARRANTY DEALER:** means dealers selling KUBOTA products, including KUBOTA, who are authorized to administer and sell an Extended Warranty CONTRACT. For a list of AUTHORIZED EXTENDED WARRANTY DEALERS, visit KUBOTA'S website at <http://www.kubota.com>.

**CLAIM:** means a demand by YOU for benefits under this CONTRACT.

**CONTRACT:** means this Extended Warranty CONTRACT, which YOU have purchased from US for the COVERED ITEM described on the REGISTRATION PAGE.

**COVERED FAILURE:** means the inability of any COVERED PART to perform the function for which it was designed due to defects in material or workmanship. Parts which fail due to wear and tear are not covered as noted under the "What is NOT Covered" Section of this CONTRACT.

**COVERED ITEM:** means the KUBOTA product described on the REGISTRATION PAGE, that is covered by this CONTRACT.

**COVERED PARTS:** means the parts listed in the "Coverage" Section of this CONTRACT.

**KUBOTA:** means KUBOTA TRACTOR CORPORATION and any of its affiliates.

**KUBOTA AUTHORIZED PRODUCT SALES DEALERS:** means a dealer that is authorized to sell KUBOTA products such as tractors, residential and commercial mowing equipment, construction equipment, utility vehicles, implements and accessories. For a list of KUBOTA AUTHORIZED PRODUCT SALES DEALERS, visit KUBOTA'S website at <http://www.kubota.com>.

**KUBOTA WARRANTY REPRESENTATIVE:** means a representative of KUBOTA, who may be contacted for additional information, to verify coverage, initiate cancellation of the CONTRACT or to resolve warranty concerns with REPAIR FACILITY. Please write: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 888-398-9782 [888-EXT-WSVC]

**EXTENDED WARRANTY START DATE:** means the date the ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY (as set forth in KUBOTA'S Owner's Warranty Information Guide) expires. This expiration date is based on the corresponding REGISTRATION DATE for the COVERED ITEM on file with KUBOTA.

**EXTENDED WARRANTY EXPIRATION:** means the occurrence of expiration of the applicable one or two year extension period or operating hour limit (whichever occurs first) that ends, calculated by adding the purchased extension time period and purchased operating hours to the time and hour limits of the ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY.

**LIEN HOLDER/LESSOR:** means the person financing the purchase of the COVERED ITEM that possesses a lien on the COVERED ITEM until payment of the debt in full.

**OPERATOR'S MANUAL:** instructions provided by KUBOTA on the operation and maintenance of the COVERED ITEM obtained from the KUBOTA AUTHORIZED PRODUCT SALES DEALER at the time of purchase of the COVERED ITEM.

**ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY:** means warranty coverage provided by KUBOTA, on new KUBOTA products, that is of a limited duration and subject to certain restrictions. The ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY includes two levels of warranty coverage: BASIC (also referred to as BASIC LIMITED WARRANTY) and POWERTRAIN (also referred to as POWERTRAIN LIMITED WARRANTY). The BASIC LIMITED WARRANTY covers the entire product, while the POWERTRAIN LIMITED WARRANTY covers only the driveline and engine components as specified in the Owner's Warranty Information

Guide. Length of coverage for these ORIGINAL MANUFACTURER'S LIMITED WARRANTIES varies by model. For more information on BASIC and POWERTRAIN LIMITED WARRANTIES, please consult a KUBOTA Owner's Warranty Information Guide obtained from a KUBOTA AUTHORIZED PRODUCT SALES DEALER or online at <http://www.kubota.com>.

**PROVIDER:** means the party obligated to perform under this CONTRACT. The PROVIDER is KUBOTA TRACTOR CORPORATION, 1000 Kubota Drive, Grapevine, TX 76051.

**PURCHASED EXTENSION PERIOD:** means the applicable one or two year period of time and operating hours limit provided in this CONTRACT to extend the ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY.

**REGISTRATION DATE:** means the RETAIL DATE on file with KUBOTA.

**REGISTRATION PAGE:** means page 1 of this CONTRACT that was executed by YOU, which lists information regarding the COVERED ITEM, CONTRACT terms, and other vital information.

**REPAIR FACILITY:** means a KUBOTA Service Certified Dealer. For a list of Service Certified DEALERS, visit KUBOTA'S website at <http://www.kubota.com>.

**RETAIL DATE:** means the date on which the COVERED ITEM was originally purchased from KUBOTA or a KUBOTA AUTHORIZED PRODUCT SALES DEALER.

**SELLING RETAILER:** means the AUTHORIZED EXTENDED WARRANTY DEALER from whom YOU purchased this CONTRACT, as listed on the REGISTRATION PAGE under "Dealer."

**WE, US, AND OUR:** means KUBOTA TRACTOR CORPORATION, also referred to as the PROVIDER, who is obligated to perform under this CONTRACT.

**YOU AND YOUR:** means the CONTRACT purchaser shown on the REGISTRATION PAGE of this CONTRACT

## 2. GENERAL PROVISIONS.

a. **Contract Term:** Coverage under this CONTRACT becomes effective upon the EXTENDED WARRANTY START DATE and will continue until this CONTRACT expires, based upon the EXTENDED WARRANTY EXPIRATION. This CONTRACT will only be valid if purchased between the RETAIL DATE of the COVERED ITEM and date of expiration of the ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY. This CONTRACT is not renewable.

b. **Coverage:** This CONTRACT provides benefits or coverage in the event of a COVERED FAILURE, which is the inability of any COVERED PART to perform the function for which it was designed due to defects in material or workmanship during the CONTRACT'S term. Except as noted below, all mechanical, hydraulic and electrical operating parts and assemblies are covered on the COVERED ITEM once it has been properly enrolled by an AUTHORIZED EXTENDED WARRANTY DEALER. Claims made under this CONTRACT shall not exceed the invoice price of the COVERED ITEM at the time of purchase. Kubota reserves the right to purchase any COVERED ITEM for the Retail List Price from YOU in place of repairing COVERED ITEMS that exceed the Retail List Price.

c. **What is NOT Covered:** This CONTRACT does not cover the following:

i. Replacement of wear and tear items or parts normally replaced during maintenance services, including, but NOT limited to: clutch and brake linings, filters (air, fuel, oil, hydraulic fluid), light bulbs, window glass, lubricants & coolants (unless used during an authorized repair), belts, engine tune-up parts, cutting blades, bucket teeth, injector nozzles, spark plugs, tires, and tracks.

ii. Repairs performed (even if covered under the CONTRACT) at a facility other than an authorized REPAIR FACILITY. To obtain service under this CONTRACT, the COVERED ITEM must be delivered to a REPAIR FACILITY.



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- iii. Repairs on any non-COVERED PART or component thereof, or repairs on any COVERED PART which has not had a COVERED FAILURE.
- iv. Damage which results from negligence, abuse or misuse (usage that is contrary to the intended purpose) of the COVERED ITEM; improper repair, lack of or improper maintenance or servicing of the COVERED ITEM; or from the installation of defective parts.
- v. Repair costs or expenses if the COVERED ITEM or any part of it has been subject to mechanical or electrical alteration.
- vi. Modification of the COVERED ITEM or installation of any modifications, accessories or components attached to the COVERED ITEM which alters the original engineering and/or operating specifications or which result in damage to the other original COVERED PARTS.
- vii. Damage which results from environmental influences, accident, collision, theft, fire, arson, freezing, vandalism, riot or civil commotion, explosion, water infiltration, flood, hail, lightning, earthquake, windstorm or water damage, ice, hail, road salt corrosion, contaminated fuel.
- viii. If the COVERED ITEM has been declared a total loss, has been salvaged, repossessed or is the subject of a repossession action; or if the COVERED ITEM has been damaged from any other cause whatsoever, except as outlined in this CONTRACT.
- ix. Repair costs or expenses if the repair is still covered by the ORIGINAL KUBOTA MANUFACTURER'S LIMITED WARRANTY or covered by a recall or special policy by KUBOTA; if the COVERED FAILURE occurred prior to the CONTRACT purchase date as shown on the REGISTRATION PAGE; or if repair costs or expenses were reported or made after the expiration of this CONTRACT.
- x. Failure to maintain or service YOUR COVERED ITEM properly in accordance with the instructions in the OPERATOR'S MANUAL, which results in the failure of any COVERED PART or component, including, but not limited to, operation of the COVERED ITEM with (and resulting damage from) insufficient levels of (or contaminated) fluids, lubricants, or coolants.
- xi. Repair costs or expenses if YOU cannot provide to the PROVIDER accurate records proving that YOU have maintained the COVERED ITEM in accordance with the OPERATOR'S MANUAL.
- xii. Any repair costs due to contamination of any kind, corrosion, rust, detonation, pre-ignition, carbon build up, sludge, electrolysis, rattles, water leaks, or wind noises.
- xiii. Additional or consequential damage caused by continued operation of the COVERED ITEM in a damaged condition.
- xiv. Damage to any COVERED PART caused by the failure of a non-COVERED PART.
- xv. Repairs that include non-genuine KUBOTA parts or any damage resulting from the use of non-genuine KUBOTA parts.
- xvi. Additional expenses or consequential damages related to a COVERED FAILURE such as, but not limited to, rental of replacement equipment during repair period, overtime labor charges, freight charges for replacement parts, travel time or mileage, or telephone charges, except as specifically set forth in this CONTRACT.
- xvii. Liabilities for damage to property or for injury to or death of any person arising out of the operation, repair, maintenance or use of the COVERED ITEM, whether or not related to any COVERED PART, or for consequential losses or damage, including, but not limited to, property damage, loss of use of the covered item, loss of time, inconvenience, or commercial loss resulting from the operation, maintenance and/or use of the COVERED ITEM, unless specifically covered herein;
- xviii. Pickup or delivery of the COVERED ITEM to or from the REPAIR FACILITY.

xix. Charges that include shop supplies, freight, hazardous waste disposal, wheel alignment and tire balance.

d. Alteration of Serial Number: The CONTRACT shall be null and void if the serial number on the COVERED ITEM has been altered or cannot be read; or if the hour meter has been replaced, altered, disconnected, or rendered inoperative (if applicable).

e. Control Emission System Limited Warranty: This CONTRACT does not extend the KUBOTA Original Manufacturer's Control Emission Systems Limited Warranty. WE will, however, honor the full Control Emission Systems Limited Warranty.

3. **OUR RESPONSIBILITIES.** WE will pay flat rate labor and parts expense (KUBOTA genuine parts only) to repair a COVERED FAILURE of a COVERED PART provided the repair of the COVERED PART is performed at an authorized REPAIR FACILITY.

#### 4. LIMITS OF LIABILITY.

a. Single Claim Limit: OUR liability with respect to any one CLAIM is limited to the cost to repair or replace any COVERED PARTS using the REPAIR FACILITY'S warranty labor rate and the applicable flat rate schedule provided by US and required to complete the repair(s) to the COVERED PARTS. In all cases the replacement cost for COVERED PARTS shall not exceed list price or the manufacturer's suggested retail price. In no event shall OUR liability exceed the cost necessary to correct the actual cause of the COVERED FAILURE. All repairs or replacements made by the REPAIR FACILITY shall use only KUBOTA genuine new or remanufactured parts.

b. Aggregate Limit: OUR total liability with respect to all CLAIMS paid or payable for repairs to COVERED PARTS while this CONTRACT is in force shall not exceed the actual cash value of the COVERED ITEM. The actual cash value is the replacement cost of the COVERED ITEM at the time of COVERED FAILURE, with deduction for depreciation. We will determine the actual cash value of the COVERED ITEM based on a combination of objective criteria and subjective assessment of the COVERED ITEM. If a CLAIM exceeds the actual cash value of the COVERED ITEM, WE may elect to repair the COVERED ITEM or pay the actual cash value of the COVERED ITEM, at OUR discretion. Should WE elect to pay the actual cash value of the COVERED ITEM, the COVERED ITEM becomes OUR property for salvage.

c. Territory: This CONTRACT only applies to COVERED FAILURES that occur within the United States, which means the 50 States and the District of Columbia. This territory does not include Guam or other territories and possessions of the United States.

5. **INCIDENTAL AND CONSEQUENTIAL DAMAGES.** Both OUR liability for property damage, bodily injury, loss of use of the COVERED ITEM, loss of time, inconvenience, commercial loss or any other incidental or consequential damage resulting from the operation, maintenance and/or use of the COVERED ITEM, is expressly excluded herein.

6. **SUBROGATION PROVISION.** In the event that a CLAIM is paid under this CONTRACT, YOU agree that WE have all rights of subrogation against those who may be responsible for YOUR COVERED FAILURE. YOU shall do whatever is necessary to secure such rights. YOU shall do nothing to prejudice those rights, and YOU shall execute and deliver to US instruments and papers required to secure and maintain such rights. Further, all amounts recovered by YOU for which YOU have received benefits under this CONTRACT shall belong to, and be paid to US, up to the amount of benefits paid under this CONTRACT.

#### Sections 7-9 Set Forth YOUR Responsibilities under This CONTRACT

7. **MAINTENANCE REQUIREMENTS.** In order to keep this CONTRACT in effect, YOU must have YOUR COVERED ITEM serviced and maintained at YOUR expense, in accordance with the OPERATOR'S MANUAL. Please ensure that YOU retain your





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receipts and records as service and maintenance are performed. Failure to provide evidence of such maintenance or to properly maintain YOUR COVERED ITEM in accordance with YOUR KUBOTA operator's manual may disqualify YOUR COVERED ITEM from coverage under this CONTRACT.

#### 8. WHAT YOU SHOULD DO IN THE CASE OF A COVERED FAILURE:

No payment will be made under this CONTRACT without coverage being verified and repairs performed by an approved REPAIR FACILITY. Take YOUR COVERED ITEM to a REPAIR FACILITY to have any work performed.

YOU must take immediate action to prevent further damage. This CONTRACT will not cover any damage caused by YOUR failure to secure a timely repair of the COVERED PARTS.

- Take YOUR COVERED ITEM to the SELLING RETAILER or the nearest REPAIR FACILITY;
- Provide the REPAIR FACILITY with a copy of this CONTRACT and/or the CONTRACT number listed on the REGISTRATION PAGE. Repairs performed any place other than a REPAIR FACILITY are not covered under this CONTRACT;
- Provide proof of maintenance to the REPAIR FACILITY, as applicable; and
- Pay the costs for all non-covered repairs.

YOU may contact the ADMINISTRATOR at the following address and telephone number to have questions answered or to receive assistance:

Kubota Warranty Department  
1000 Kubota Drive  
Grapevine, TX 76051  
(888) 398-9782 [888-EXT-WSVC]

- \* **9. TRANSFER OF THIS CONTRACT.** This CONTRACT is for YOUR benefit and is transferable to the next subsequent purchaser of the COVERED ITEM only while the CONTRACT is in force and if certain conditions are met. Please notify the ADMINISTRATOR in the event of transfer. Until such notification, services pursuant to the CONTRACT will be limited.

#### 10. CANCELLATION PROVISIONS.

a. THIS CONTRACT IS NOT CANCELLABLE BY YOU UNLESS OTHERWISE REQUIRED BY LAW. See Attached State Specific Provisions Addendum for mandated cancellation rights.

b. WE may cancel this CONTRACT based on one or more of the following reasons, unless otherwise prohibited by law:

- Non-payment of the CONTRACT purchase price;
- The COVERED ITEM is repossessed by a LIEN HOLDER/LESSOR (such cancellation to be at the discretion of the repossessing LIEN HOLDER/LESSOR);
- YOU made a material misrepresentation; or
- YOU substantially breached YOUR duties under this CONTRACT relating to the COVERED ITEM or its use.

If this CONTRACT is canceled by US, WE will refund a portion of the CONTRACT "Purchase Price" to YOU or the LIEN HOLDER/LESSOR identified on the REGISTRATION PAGE, as applicable, calculated on a pro rata basis. The refund will be based on the number of unused days of coverage remaining under the CONTRACT, less any CLAIMS paid, as allowed by law.

**11. INSURANCE.** This CONTRACT is not an Insurance policy, however, OUR obligations under this CONTRACT in Alabama, California, Minnesota, New York, Oklahoma, Oregon, South Carolina and Vermont are guaranteed under a service contract reimbursement insurance policy, issued by Ohio Indemnity Company, 250 East Broad Street, Second Floor, Columbus, Ohio 43215-3708. In the event WE fail to pay any valid CLAIM within sixty (60) days after proof of loss has been filed, or WE cease to do business or go bankrupt, see attached State Addendum for instructions. In all other states, OUR obligations under this CONTRACT are backed by the full faith and credit of KUBOTA TRACTOR CORPORATION.

**12. RESOLVING EXTENDED WARRANTY CONCERNS.** Normally, extended warranty concerns can be resolved by your SELLING RETAILER'S service department. If a problem is not

resolved to YOUR satisfaction, YOU may contact the KUBOTA WARRANTY REPRESENTATIVE for assistance. Before contacting, please have the following information available: model and serial number of the COVERED ITEM, date of purchase, hour meter reading (or estimated hours), and a detailed description of the problem.

**13. LAW THAT APPLIES TO THIS CONTRACT.** This CONTRACT is governed by the applicable laws of the state of YOUR residence (or place of business for business entities) at time of purchase. The address shown on the REGISTRATION PAGE of this CONTRACT shall be deemed to be YOUR place of residence (or place of business for entities) at the time of purchase. This CONTRACT is not subject to Article 3 of the Uniform Commercial Code and is not a negotiable instrument.

#### 14. ARBITRATION AGREEMENT.

a. Mandatory Arbitration: Unless otherwise stated in this CONTRACT, any "Dispute" shall be resolved by YOU and US (the "PARTIES") at a neutral, binding arbitration, the costs of which are to be born equally. This procedure includes any Dispute over the interpretation, scope, or validity of this CONTRACT, this arbitration agreement or the arbitrability of any issue, with the sole exception of the PARTIES' waiver of any right to bring a class action or to participate in a class action as provided for under paragraph g, which shall be solely determined by the appropriate court, if necessary.

b. Dispute: The term "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related to this CONTRACT, the sale of the COVERED ITEM, financing, origination, servicing, service contract, collection, reporting, or any other aspect whatsoever of the past, present, or future relationship or conduct of the PARTIES. The term "Dispute" includes, without limitation: claims under federal or state consumer protection laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; any other past, present or future claims, counterclaims, cross-claims, third party claims, interpleaders or otherwise.

c. Rules: Arbitration will be conducted according to the arbitration rules of the AAA. The AAA rules may be obtained by mail from the AAA, Attention Customer Service Department, 120 Broadway, 21st Floor, New York, New York, 10271 or on the internet at [www.adr.org](http://www.adr.org). The arbitration will be conducted under the applicable procedures and rules of the arbitration administrator selected that are in effect on the date the arbitration is commenced unless those procedures and rules are inconsistent with this arbitration agreement, in which case this arbitration agreement shall govern. The arbitration hearing shall be conducted in the federal judicial district in which YOU reside (or business is domiciled for entities) at the time of purchase, as allowed by law. The address shown on the REGISTRATION PAGE of this CONTRACT shall be deemed to be YOUR place of residence (or place of business for entities) at the time of purchase.

d. Jury Trial Waiver: The PARTIES hereby agree to give up their respective rights to a trial by a jury in favor of this arbitration agreement.

e. Class Action Waiver: The PARTIES agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The PARTIES agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others. The PARTIES give up the right to serve as a private attorney general in any jurisdiction in which such procedure might be permitted.

f. Punitive Damage Waiver: The PARTIES waive any right to seek or recover punitive damages in any Dispute. No arbitrator shall have the power or authority to award punitive damages.

g. Severability: If it is determined that any paragraph or provision in this arbitration agreement is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this arbitration agreement. The remainder of this arbitration agreement shall



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continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines paragraph g to be illegal, invalid, or unenforceable, the PARTIES agree that such waiver shall not be severed and that this arbitration agreement shall be void in its entirety.

**h. Survival of Arbitration Agreement:** This arbitration agreement will survive and continue in full force and effect notwithstanding cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the CONTRACT or any other contract or transaction between the PARTIES, unless otherwise agreed in writing. In addition, YOU understand and acknowledge that the rights and responsibilities afforded to US under this arbitration agreement survive any assignment of the CONTRACT by US and that WE can enforce this arbitration agreement in the event a Dispute arises after the assignment of the CONTRACT.

**FOR ALL DISPUTES COVERED BY THIS ARBITRATION AGREEMENT, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND THEIR RIGHT TO SEEK PUNITIVE**

**DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS ARBITRATION AGREEMENT, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY. THE TERMS OF THIS ARBITRATION AGREEMENT AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE AND/OR CONTACT THE AMERICAN ARBITRATION ASSOCIATION**

**AT (800) 778-7879 OR THE NATIONAL ARBITRATION FORUM AT (800) 474-2371 BEFORE SIGNING THIS CONTRACT. BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS, STIPULATIONS AND AGREEMENTS SET FORTH ABOVE.**

**15. ENTIRE AGREEMENT.** This CONTRACT states the entire agreement between YOU and US, and may be changed only by a writing signed by YOU and US.

**16. VALIDITY.** Wherever possible each provision of this CONTRACT shall be interpreted in such a manner as to be effective and valid under applicable law. If a court decides that any part of the CONTRACT is not valid, the rest of the CONTRACT will be binding and effective.

**17. ELECTRONIC DOCUMENT.** This CONTRACT may be signed electronically by faxed signature or by an exchange of electronically imaged signatures (e.g. Adobe PDF format). If this CONTRACT is electronically signed, it shall (i) be considered a "writing" or "in writing,"; (ii) be deemed for all purposes as physically "signed,"; (iii) be deemed an "original" when printed or copied from electronic files or records established and maintained in the normal course of business; and (iv) satisfy any legal formalities requiring that agreements be in writing. Neither Party shall contest the admissibility of copies of this CONTRACT (or printed version of same) under either the business records exception to the hearsay rule or the best evidence rule or otherwise on the basis that the CONTRACT was originated, signed or maintained in electronic form. Other than a faxed or imaged signature, no other communication between the Parties (such as email, voice mail or fax without a signature) shall be construed as a signature to this CONTRACT (or any amendments hereto or any waiver hereof).

**YOU may have other rights and remedies under the applicable laws of YOUR state which are in addition to any rights and remedies available under this CONTRACT. Please refer to the attached ADDENDUM for any terms and conditions specific to your state**





KUBOTA TRACTOR CORPORATION

# EXTENDED WARRANTY CONTRACT STATE SPECIFIC PROVISIONS ADDENDUM

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If this Extended Warranty Contract was purchased in any of the following states, the CONTRACT is amended as indicated below. The PROVIDER makes diligent effort to include all state notices as they become effective, but in cases where a notice that is required by state law is not present on this printing of the CONTRACT, state law will take precedence over the terms and conditions of this Extended Warranty Contract.

**Alabama only:** Obligations of the PROVIDER under this Extended Warranty Contract are guaranteed under a service contract reimbursement insurance policy. YOU may cancel this CONTRACT within twenty (20) days of the date the CONTRACT was mailed to YOU or within ten (10) days of delivery if the CONTRACT was delivered to YOU at the time of sale. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price including any premium paid for any applicable reimbursement insurance policy. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. The PROVIDER will pay a penalty of ten (10%) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Arkansas only:** YOU may cancel this CONTRACT within twenty (20) days of the date the CONTRACT was mailed to YOU or within ten (10) days of delivery if the CONTRACT was delivered to YOU at the time of sale. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. The PROVIDER will pay a penalty of ten (10%) percent per month on a refund that is not paid or credited within forty-five (45) days after return of the CONTRACT. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**California only:** If YOU should make a written request for cancellation within sixty (60) days after receipt of the CONTRACT, the full amount of the CONTRACT purchase price will be refunded to YOU, if no CLAIMS have been made against the CONTRACT. If a CLAIM has been made against the CONTRACT or if YOUR request for cancellation is made

sixty (60) days after receipt of the CONTRACT, a pro rata refund of the CONTRACT purchase price based on the number of months from the commencement of the EXTENDED WARRANTY START DATE, in relation to the maximum term of the CONTRACT, will be made, less a cancellation fee of \$25.00. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. If the refund is not paid or credited within thirty (30) days after the PROVIDER receives written notice of cancellation, the amount of the required refund or credit shall bear interest payable to YOU at the rate of ten (10%) percent per annum for each additional 30 days or fraction thereof. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Connecticut only:** In the event of a dispute with the PROVIDER, YOU may contact the 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 COVERED ITEM, the cost of repair of the COVERED ITEM and a copy of the CONTRACT.

**Illinois only:** YOU may cancel this CONTRACT within thirty (30) days after the purchase of this CONTRACT, if no service has been provided and YOU will receive a full refund of the CONTRACT purchase price, less a cancellation fee of the lesser of ten (10%) percent of the CONTRACT purchase price or fifty (\$50) dollars. If YOU cancel more than thirty (30) days after the purchase of this CONTRACT, YOU will receive a pro rata refund of the CONTRACT purchase price for the unexpired term of the CONTRACT, based on the number of elapsed months and the value of any services received, less a cancellation fee of the lesser of ten (10%) percent of the CONTRACT purchase price or fifty (\$50) dollars. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Maine only:** YOU may cancel this CONTRACT within twenty (20) days of the date the CONTRACT was mailed to YOU or within ten (10) days of delivery if the CONTRACT was delivered to YOU at the time of sale. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. The PROVIDER will pay a penalty of ten (10%) percent per month on a refund that is not paid or credited within forty-



## EXTENDED WARRANTY CONTRACT

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## STATE SPECIFIC PROVISIONS ADDENDUM (continued)

five (45) days after return of the CONTRACT. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Maryland only:** YOU may cancel this CONTRACT within twenty (20) days after receipt of the CONTRACT if the CONTRACT was mailed to YOU or within twenty (20) days after the date of delivery of the CONTRACT if the CONTRACT was delivered to YOU at the time of sale. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. If the refund is not paid or credited within forty-five (45) days after cancellation of the CONTRACT, the PROVIDER will pay a penalty in the amount of ten (10%) percent of the value of the CONTRACT purchase price for each month that the refund is not paid or credited. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Minnesota only:** Obligations of the PROVIDER under this CONTRACT are insured under a service contract reimbursement insurance policy issued by Ohio Indemnity Company, 250 East Broad Street, Second Floor, Columbus, Ohio 43215-3708. YOU may cancel this CONTRACT within twenty (20) days of the date the CONTRACT was mailed to YOU or within ten (10) days of delivery if the CONTRACT was delivered to YOU at the time of sale. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. If the refund is not paid or credited within forty-five (45) days after cancellation of the CONTRACT, the PROVIDER will pay a penalty in the amount of ten (10%) percent of the value of the CONTRACT purchase price for each month that the refund is not paid or credited. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Missouri only:** Obligations of the PROVIDER under this CONTRACT are backed by the full faith and credit of the PROVIDER and are not guaranteed under a reimbursement insurance policy. YOU may cancel this CONTRACT within twenty (20) days of the date the CONTRACT was mailed to YOU or within ten (10) days of delivery if the CONTRACT was

delivered to YOU at the time of sale. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. If the refund is not paid or credited within forty-five (45) days after cancellation of the CONTRACT, the PROVIDER will pay a penalty in the amount of ten (10%) percent of the value of the CONTRACT purchase price for each month that the refund is not paid or credited. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**New Hampshire only:** In the event you do not receive satisfaction under this CONTRACT, YOU may contact the New Hampshire Insurance Department in writing at 21 South Fruit Street, Suite 14, Concord, NH 03301, by telephone at (603) 271-7973 or by fax (603) 271-1406.

**New Mexico only:** YOU may cancel this CONTRACT within twenty (20) days after receipt of the CONTRACT if the CONTRACT was mailed to YOU or within ten (10) days after the date of delivery of the CONTRACT if the CONTRACT was delivered to YOU at the time the CONTRACT was purchased. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. If the refund is not paid or credited within sixty (60) days after cancellation of the CONTRACT, the PROVIDER will pay a penalty in the amount of ten (10%) percent of the value of the CONTRACT purchase price for each thirty (30) day period or portion thereof that the refund and any penalties are not paid or credited. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**New York only:** Obligations of the PROVIDER under this CONTRACT are insured under a service contract reimbursement insurance policy issued by Ohio Indemnity Company at 250 East Broad Street, Second Floor, Columbus, Ohio 43215-3708 or toll free at (800) 628-8581. YOU may cancel this CONTRACT within twenty (20) days after receipt of the CONTRACT if the CONTRACT was mailed to YOU or within ten (10) days after the date of delivery of the CONTRACT if the CONTRACT was delivered to YOU at the time the CONTRACT was purchased. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to





KUBOTA TRACTOR CORPORATION

## EXTENDED WARRANTY CONTRACT

Contract Number: 87692

## ... STATE SPECIFIC PROVISIONS ADDENDUM (continued)

YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. If the refund is not paid or credited within thirty (30) days after cancellation of the CONTRACT, the PROVIDER will pay a penalty in the amount of ten (10%) percent of the value of the CONTRACT purchase price for each month that the refund is not paid or credited. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Oregon only:** Obligations of the PROVIDER under this CONTRACT are insured under a service contract reimbursement insurance policy issued by Ohio Indemnity Company, 250 East Broad Street, Second Floor, and Columbus, Ohio 43215-3708. Telephone 1-800-628-8581. YOU may cancel this CONTRACT within twenty (20) days after receipt of the CONTRACT. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the CONTRACT purchase price, less a cancellation fee of the lesser of 10% of the CONTRACT purchase price or fifty (\$50) dollars. If YOU cancel more than twenty (20) days after the purchase of this CONTRACT, YOU will receive a pro rata refund of the CONTRACT purchase price for the unexpired term of the CONTRACT, based on the number of elapsed months and the value of any services received, less a cancellation fee of the lesser of ten (10%) percent of the CONTRACT purchase price or fifty (\$50) dollars. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. Section 14. Arbitration Agreement of this CONTRACT is hereby waived and Oregon consumers shall retain their rights to any and all legal action permitted under Oregon law.

**South Carolina only:** Obligations of the PROVIDER under this CONTRACT are insured under a service contract reimbursement insurance policy issued by Ohio Indemnity Company, 250 East Broad Street, Second Floor, Columbus,

Ohio 43215-3708. YOU may cancel this CONTRACT within twenty (20) days after receipt of the CONTRACT if the CONTRACT was mailed to YOU or within ten (10) days after the date of delivery of the CONTRACT if the CONTRACT was delivered to YOU at the time the CONTRACT was purchased. Upon return of this CONTRACT within the applicable time period, if no CLAIM has been made under this CONTRACT prior to its return to the PROVIDER, this CONTRACT is void and the PROVIDER shall refund to YOU the full CONTRACT purchase price. If this CONTRACT was financed, the refund will be credited to the outstanding balance of YOUR account with the LIEN HOLDER identified on the REGISTRATION PAGE, unless proof of pay-off is submitted with YOUR written request for cancellation. The excess, if any, will be refunded to YOU. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. If the refund is not paid or credited within forty-five (45) days after cancellation of the CONTRACT, the PROVIDER will pay a penalty in the amount of ten (10%) percent of the value of the CONTRACT purchase price for each month that the refund is not paid or credited. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll-free: 1-888-398-9782 [1-888-EXT-WSVC].

**Tennessee only:** The expiration date of this CONTRACT will automatically be extended by the duration that the COVERED ITEM is withheld from YOUR use while being repaired, plus two additional working days.

**Vermont only:** YOU may cancel this CONTRACT within twenty (20) days of receipt of the CONTRACT if no CLAIM has been made under the CONTRACT and obtain a refund of the full CONTRACT purchase price. The right to cancel this CONTRACT is not transferable and will only apply to the original CONTRACT purchaser and only if no CLAIM has been made prior to its return to PROVIDER. To initiate the cancellation of this CONTRACT please contact the KUBOTA WARRANTY REPRESENTATIVE in writing at: Kubota Warranty Department, 1000 Kubota Drive, Grapevine, TX 76051 or call toll free: 1-888-398-9782 [1-888-EXT-WSVC]. Upon the failure of the PROVIDER to perform under the CONTRACT, Ohio Indemnity Company, the Insurer which issued PROVIDER'S service contract reimbursement insurance policy shall pay on behalf of the PROVIDER any sums PROVIDER is legally obligated to pay and shall provide the service which the PROVIDER is legally obligated to perform according to the PROVIDER'S contractual obligations under the CONTRACT issued by the PROVIDER.



## EXTENDED WARRANTY CONTRACT

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Currently Kubota offers Extended Warranty on the following models:

Tractors											
Kubota Tractor	Series	List Price - 1 year extension and addition to original warranty hour limit		List Price - 2 year extension and addition to original warranty hour limit		Kubota Tractor	Series	List price - 1 year extension and addition to original warranty hour limit		List Price - 2 year extension and addition to original warranty hour limit	
B3000	B	\$ 725	750 hrs	\$ 1,300	1500 hrs	M5040	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B3200	B	\$ 650	750 hrs	\$ 1,100	1500 hrs	M5140	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B3300	B	\$ 650	750 hrs	\$ 1,100	1500 hrs	M5640	M	\$ 725	1000 hrs	\$ 1,325	2000 hrs
B2301	B	\$ 600	750 hrs	\$ 950	1500 hrs	M5660	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B2320	B	\$ 600	750 hrs	\$ 950	1500 hrs	M6040	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B2620	B	\$ 600	750 hrs	\$ 950	1500 hrs	M7040	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B2920	B	\$ 650	750 hrs	\$ 1,100	1500 hrs	M8540	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B3030	B	\$ 650	750 hrs	\$ 1,100	1500 hrs	M8540N	M	\$ 1,350	1000 hrs	\$ 2,475	2000 hrs
B2601	B	\$ 725	750 hrs	\$ 1,300	1500 hrs	M9540	M	\$ 1,350	1000 hrs	\$ 2,475	2000 hrs
B2650	B	\$ 725	750 hrs	\$ 1,300	1500 hrs	M6040	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
B3350	B	\$ 725	750 hrs	\$ 1,300	1500 hrs	M6060	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
BX1860	BX	\$ 400	750 hrs	\$ 700	1500 hrs	M7040	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
BX2360	BX	\$ 600	750 hrs	\$ 950	1500 hrs	M7060	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
BX2660	BX	\$ 650	750 hrs	\$ 1,100	1500 hrs	M8560	M	\$ 1,350	1000 hrs	\$ 2,475	2000 hrs
BX1870	BX	\$ 400	750 hrs	\$ 700	1500 hrs	M9960	M	\$ 1,350	1000 hrs	\$ 2,475	2000 hrs
BX2370	BX	\$ 600	750 hrs	\$ 950	1500 hrs	M96S	M	\$ 1,800	1000 hrs	\$ 3,300	2000 hrs
BX2670	BX	\$ 650	750 hrs	\$ 1,100	1500 hrs	M108S	M	\$ 2,100	1000 hrs	\$ 4,000	2000 hrs
BX25/25D	BX	\$ 725	No Limit	\$ 1,300	No Limit	M100 G/GX/X	M	\$ 2,100	1000 hrs	\$ 4,000	2000 hrs
F2680	F	\$ 725	No Limit	\$ 1,300	No Limit	M110 G/GX/X	M	\$ 2,100	1000 hrs	\$ 4,000	2000 hrs
F2690	F	\$ 725	No Limit	\$ 1,300	No Limit	M126 G/GX/X	M	\$ 2,400	1000 hrs	\$ 4,400	2000 hrs
F3080	F	\$ 725	No Limit	\$ 1,300	No Limit	M135 G/GX/X	M	\$ 2,400	1000 hrs	\$ 4,400	2000 hrs
F3680	F	\$ 725	No Limit	\$ 1,300	No Limit	M4	M	\$ 900	1000 hrs	\$ 1,650	2000 hrs
F3990	F	\$ 725	No Limit	\$ 1,300	No Limit	M5	M	\$ 2,000	1000 hrs	\$ 3,000	2000 hrs
GR2010G	G/GR	\$ 400	No Limit	\$ 700	No Limit	M6	M	\$ 2,800	1000 hrs	\$ 4,500	2000 hrs
GR2020	G/GR	\$ 400	No Limit	\$ 700	No Limit	M7	M	\$ 5,000	1000 hrs	\$ 7,500	2000 hrs
GR2110	G/GR	\$ 400	No Limit	\$ 700	No Limit	Z100 Series Kommander	Z	\$ 660	No Limit	N/A	N/A
GR2120	G/GR	\$ 400	No Limit	\$ 700	No Limit	ZD221	ZD	\$ 660	No Limit	\$ 1,200	No Limit
L2501	L	\$ 600	750 hrs	\$ 1,100	1500 hrs	ZD321	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3200	L	\$ 600	750 hrs	\$ 1,100	1500 hrs	ZD323	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3301	L	\$ 600	750 hrs	\$ 1,100	1500 hrs	ZD326	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3400	L	\$ 600	750 hrs	\$ 1,100	1500 hrs	ZD331	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3800	L	\$ 725	750 hrs	\$ 1,325	1500 hrs	ZD1000	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3901	L	\$ 725	750 hrs	\$ 1,325	1500 hrs	ZD1200	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3940	L	\$ 900	1500 hrs	\$ 1,650	1500 hrs	ZG222	ZG	\$ 660	No Limit	\$ 1,200	No Limit
L4400	L	\$ 725	750 hrs	\$ 1,325	1500 hrs	ZG222A	ZG	\$ 660	No Limit	\$ 1,200	No Limit
L4600	L	\$ 725	750 hrs	\$ 1,325	1500 hrs	ZG227 (L/A/LA)	ZG	\$ 660	No Limit	\$ 1,200	No Limit
L4701	L	\$ 725	750 hrs	\$ 1,325	1500 hrs	ZG327 (P/PA/RPA)	ZG	\$ 660	No Limit	\$ 1,200	No Limit
L3240	L	\$ 725	750 hrs	\$ 1,325	1500 hrs	ZG332 (P/LP)	ZG	\$ 725	No Limit	\$ 1,325	No Limit
L3540	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	ZP330 (P/LP)	ZD	\$ 725	No Limit	\$ 1,325	No Limit
L3940	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Z723KH-48	Z	\$ 660	No Limit	\$ 1,200	No Limit
L4240	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Z724KH-54	Z	\$ 660	No Limit	\$ 1,200	No Limit
L4740	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Z724XKW-48	Z	\$ 660	No Limit	N/A	N/A
L5040	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Z724XKW-54	Z	\$ 660	No Limit	N/A	N/A
L5240	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Z725KH-60	Z	\$ 660	No Limit	\$ 1,200	No Limit
L5740	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Z726XKW-60	Z	\$ 600	No Limit	NA	NA
L3560	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	Walk Behind Mowers					
L4060	L	\$ 900	750 hrs	\$ 1,650	1500 hrs	WG/W-WH-F	W	\$ 250	No Limit	\$ 450	No Limit
L4760	L	\$ 900	750 hrs	\$ 1,650	1500 hrs						
L5240	L	\$ 900	750 hrs	\$ 1,650	1500 hrs						
L5060	L	\$ 900	750 hrs	\$ 1,650	1500 hrs						
L5460	L	\$ 900	750 hrs	\$ 1,650	1500 hrs						
L5740	L	\$ 900	750 hrs	\$ 1,650	1500 hrs						
L6060	L	\$ 900	750 hrs	\$ 1,650	1500 hrs						
MX4700	M	\$ 725	1000 hrs	\$ 1,325	2000 hrs						
MX4800	M	\$ 725	1000 hrs	\$ 1,325	2000 hrs						
MX5100	M	\$ 725	1000 hrs	\$ 1,325	2000 hrs						
MX5200	M	\$ 725	1000 hrs	\$ 1,325	2000 hrs						
MX5800	M	\$ 725	1000 hrs	\$ 1,325	2000 hrs						

Terms and Conditions Effective 04/2013

Taxes may apply

\*\* Extended Warranty can only be purchased for Private Homeowner usage