

## GOLD PROTECTION

ALL MECHANICAL, HYDRAULIC OR ELECTRICAL PARTS, COMPONENTS AND ASSEMBLIES OF THE COVERED MACHINE, subject only to the Terms, Conditions and Exclusions stated on the Contract.

**REPLACEMENT MACHINE BENEFIT:** If Customer incurs any expense for the use of a replacement machine, due to a covered mechanical breakdown, even during the manufacturer's warranty period, Customer is entitled to the benefit as stated on the following schedule:

Labor Hours:	0 to 8Hrs	8.1 to 16 Hrs	16.1 to 24 Hrs	24.1 Hrs or more
Benefit:	\$75	\$150	\$225	\$300

**TRANSPORTATION BENEFIT:** If Customer incurs any expense for the transportation of the covered machine, or; travel time to or from the covered machine, due to the mechanical breakdown of a covered component, even during the manufacturer's warranty period, **Customer is entitled to recover up to 1% of the original equipment purchase price**, as indicated above, per occurrence, for said charges. However, **reimbursement shall be no more than \$500 per occurrence.**

**GUARANTEE:** This Service Contract is not an insurance policy. We have obtained an insurance policy to ensure Our performance under this Service Contract. That insurance company is **Wesco Insurance Company**, New York, NY 10038. **NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.**

**TRANSFER PROVISION:** This Service Contract may be transferred to a new owner in the event of sale of the equipment while this Service Contract is still in force.

**CANCELLATION PROVISION:** This Contract may be cancelled. We will refund the unearned Contract price calculated on a Pro-Rated method reflecting the days in force, less any prior claim payments.

**MECHANICAL BREAKDOWN COVERAGE:** We agree to repair, replace or reimburse you for REASONABLE COST to repair or replace any covered part, component, or assembly of the covered machine if required due to a MECHANICAL BREAKDOWN.

**"MECHANICAL BREAKDOWN"** is defined as the "sudden failure of a component, part or assembly, as supplied by the manufacturer".

**"REASONABLE COST"** is defined as "the charges for the repair or replacement of covered parts at prevailing retail labor rates, using parts of like kind and quality, as customarily used in the industry." Protection begins on the "MFGR's WARRANTY START DATE" and zero hours. Protection shall expire upon the earliest occurrence of: (1) term months have expired; (2) term hours have expired; or, (2) total loss limit is paid.

ADMINISTRATOR:

**FAIL-SAFE Product Protection, Inc.**  
**P.O. Box 15163**  
**Lenexa, Kansas 66285**  
**(800) 663-4505**  
**www.fspp.com**

**CUSTOMER'S RESPONSIBILITIES:** In order to keep this Contract in force during its term, the covered machine must be serviced as recommended by the manufacturer. You must retain receipts for services performed, if service is performed by a servicer or for materials purchased to perform services if service was performed by You. You agree to furnish a copy of the above.

**IN THE EVENT OF A MECHANICAL BREAKDOWN, YOU MUST:**

1. Use all reasonable means to protect the equipment from further damage;
2. Return the equipment to the Selling Dealer. If Selling Dealer is not available, contact the Administrator **(800) 663-4505** for assistance;
3. Provide receipts for services performed or materials purchased for routine maintenance as required by the equipment manufacturer;
4. Allow Us to inspect the covered equipment if deemed necessary;
5. Pay Servicer for any non-covered repair charges and/or any applicable deductible.

**LIMITS OF LIABILITY:** Coverage provided by this Service Contract is subject to the following limit: The total cost for **any single repair** shall be **limited to 20%** of the Machine Purchase Price; the **total of all repairs** over the term of this contract is **limited to 50%** of the Machine Purchase Price indicated on this contract

**EXCLUSIONS - No Coverage shall be extended:**

1. For the repair or replacement of any part **if a mechanical breakdown has not occurred**; or, for damage to a covered part due to the breakdown of a non-covered part; or for any breakdown due to the **continued operation** of the covered equipment.
2. For any breakdown caused by Collision, Fire, Theft, Vandalism, Riot, Terrorism, War, Insurrection, Explosion, Falling Missiles, or **Acts of God**.
3. For **Liability** or Damage to Property, or Injury to, or Death of any Person arising out of the Operation, Maintenance or use of the Covered Equipment.
4. For Loss of Use, Time, Inconvenience, or any other **Consequential or Resultant Loss**.
5. For any Breakdown due to **Overloading, Misuse, Abuse, Negligence**, Vibration or Alteration of the Covered Equipment
6. When the Responsibility for the Repair is **Covered by any Mfgr's Warranty** or Repairer's Guarantee, or if the MFGFR has announced any **Recalls** and/or Repair Bulletins.
7. For any Breakdown due to **Lack or Lubrication, Contamination, Rust or Corrosion or Freezing or Overheating**
8. For Normal and **Routine Maintenance** or, for any Breakdown due to Lack of Said Maintenance; or, for **Maintenance Items**,
9. For **Cosmetic items**, Glass, Lamps, Lenses or Seats. Plastic or Rubber Parts.
10. For any Part or Component which comes in contact with the Ground, Crop or Operating Media.
11. For Structural parts.
12. For **Shop Supplies**, Environmental, Freight or Storage Charges.
13. For the cost of any Federal, State or Local **Tax**.
14. For any repairs performed outside the U.S. or Canada.
15. For any Breakdown occurring while the **Hour Meter is Inoperative**.
16. For any **Claim Submitted without Prior Authorization** from the Administrator prior to the completion of the Repair.