

WECOVERUSA, LLC TERMS AND CONDITIONS

INTRODUCTION

Thank you for trusting We Cover USA, LLC! We Cover USA, LLC strives to be the premier equipment and powersports coverage company in the United States. While models we cover vary, our commitment to excellence in assisting valued customers like you is the same.

Please take a few minutes to read this Extended Service Agreement Information Guide provided by your dealer, before operating your machine. It contains all the information you will need to have your machine repaired in the unlikely event that a failure should occur. If you have not received this Information, you can easily obtain it by logging into the machine manufacturer's website and download or order the information.

- Administrator/Obligor (We, Us, Our) – We Cover USA, LLC 400 SW 1st Avenue, #96, Ocala, FL 34471
Telephone: 855-2-WECOVER
- In Florida, the Administrator is Lyndon Southern Insurance Company, 10751 Deerwood Park BLVD, Unit 200, Jacksonville, FL 32256
- In Florida, the Obligor is Lyndon Southern Insurance Company, 10751 Deerwood Park BLVD, Unit 200, Jacksonville, FL 32256

Extended Service Agreement Start Date - The Extended coverage begins on the date that your NEW product factory engine warranty expires.

What is a Limited Extended Service Agreement- Extended Warranty is a written guarantee by the manufacturer of a product or 3rd party company, promising to repair or replace parts which have a defect in materials or workmanship. "Limited" means that the Extended Coverage is for a specified period of time and has certain other restrictions. We Cover USA, LLC Limited Extended Service Agreement will, through its contracted authorized dealers, repair or replace any Genuine Manufacturer part which is found to be defective in materials or workmanship. The defect must occur during normal use of the product and within the length of Extended coverage. The repair or replacement will be at no charge for either the part or the labor to repair or replace that part. Repairs must be completed using only Genuine Manufacturer parts or parts that have been approved by We Cover Usa, LLC which may be recommended by the servicing Dealer. Right To Inspect- We Cover Usa, LLC reserve the right to inspect the customer's purchased machine to determine if a defect in materials or workmanship exists prior to the commencement of any covered repair. It is the customer's responsibility to deliver the product to an authorized dealer or repair facility for this inspection unless agreed to or as required by law. Location of Extended Service Agreement Repairs covered under the conditions of this Extended Coverage must be performed by an authorized dealer or service center, within the United States of America.

Applicability.

This Extended Service Agreement applies only to machines sold, serviced, and operated in the United States of America and Canada.

Limitations

YOUR We Cover Usa, LLC EXTENDED SERVICE AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. We Cover Usa, LLC DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR We Cover Usa, LLC ANY OBLIGATION OR LIABILITY OTHER THAN THAT STATED IN THE LIMITED EXTENDED SERVICE AGREEMENT. THE IMPLIED EXTENDED COVERAGE OF SERVICE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY LIMITED TO THE TERM OF THE EXPRESSED WRITTEN EXTENDED SERVICE AGREEMENT. UNDER NO CIRCUMSTANCES SHALL We Cover Usa, LLC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMIC, DIRECT, INDIRECT, GENERAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OF EXTENDED SERVICE AGREEMENT, EXPRESSED OR IMPLIED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Customer Responsibility

It is the customer's responsibility to maintain the equipment in accordance with the instructions provided in the Operator's Manual. You may be asked to prove that the maintenance instructions have been followed. It is also your responsibility to operate the equipment in a safe manner and use it only for the purpose for which it was designed. If a defect in materials or workmanship occurs, it is your responsibility to cease operating the equipment immediately until repairs are made. Damage which occurs from continued operation or use after a failure may not be covered by this Extended Warranty. You should contact your dealer or authorized service center immediately so that repairs can be made in a timely manner.

What This Extended Service Agreement Covers

This Extended Service Agreement covers defects in materials or workmanship of Genuine Manufacturer parts only. Certain accessories are sold by different manufacturers, but are covered under the manufacturers, original Warranty. These include, but are not limited to: Hydraulics, Electronics, Winches, Hay and Forage Equipment, Blades, Electrical Systems and Switches, or any other after-market part or accessory, structural modifications, or modifications which may be applied in weld, pin, bolt or tie. This Extended Service Agreement has no restriction of hours or hour meter and is an unlimited hour Extended Service Agreement.

What This Extended Service Agreement Does NOT Cover

We Cover Usa, LLC Limited Extended Service Agreement is designed to cover the same parts as the original manufacturer Warranty. However some differences not stated in your original manufacturer Warranty in exclusions may apply. This Extended Service Agreement Does NOT Cover Failures Caused By:

- Abusive operation
- Natural calamities (including varmints, rodents, or animals of any species)
- Unauthorized modifications
- Improper repairs
- Use of non-Genuine Manufacturer parts. (Unless approved by We Cover Usa, LLC)
- Neglected maintenance/incorrect operation (specified in Manufacture Operator's Manual)
- Unapproved attachments
- Usage by unauthorized persons
- Usage which is contrary to the intended purpose
- Theft or any repairs that may be required after recovery
- Road Hazard or Hazard during travel
- Illegal Activities (Use of machine for illegal activity will void extended coverage)

***This Extended Service Agreement does NOT cover replacement of Wear or Maintenance items including, but not limited to:**

- Clutch and brake linings
- Filters (air, fuel, oil)
- Light bulbs
- Window glass
- Lubricants, coolants, and fluids (unless used during an authorized repair)
- Belts
- Cutting blades and tines
- Bucket teeth
- Injector nozzles
- Spark plugs
- Tires and tracks
- Pickup or delivery of the equipment
- Rental of replacement equipment during the repair period
- Products which have been declared a total loss and subsequently salvaged
- Overtime labor charges
- Travel time or mileage (customer responsibility)

- Service calls (customer responsibility)
- Transportation of equipment to dealer from customer's home or other location (customer responsibility)
- Repairs performed by Non Authorized Dealers
- Batteries
- Wheels, Hubs or Tracks

How to Obtain Extended Coverage Service

To obtain Extended Service agreement service under the terms and conditions of the We Cover Usa, LLC Limited Extended Coverage, you must deliver the product to an authorized dealer or service center, along with proof of purchase. We Cover Usa, LLC recommends that you choose to service your equipment with the dealer from whom it was purchased for the Extended Coverage repair. If that is not possible or inconvenient, it may be taken to any authorized dealer. Extended Coverage repairs may be made at the customer's location by an authorized service agent or dealer at We Cover Usa, LLC discretion. If this option is chosen, there may be additional charges to you that this Extended Coverage will not cover in either pickup & delivery, or for travel time and mileage, unless agreed to or as required by law.

Transferability of Warranties

This contract may be transferred one time to a purchaser for a transfer fee of \$150.00.

Deductible

Each Extended Warranty through We Cover Usa, LLC holds a deductible. Your Extended Warranty contract will have a deductible of \$50 U.S. dollars.

Length of Extended Service Agreement Coverage

ENGINE Extended Warranty

Powertrain Components Driveline: 4 wheel drive front axle assembly, and all gears, seals, bearing, etc., contained within, clutch housing (except clutch disc), transmission case, and rear axle housing and everything contained within, and hydraulic pumps and valves associated with driveline operation. Does NOT include external parts such as shift cables, linkages, steering, etc.

Diesel Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, and exhaust components.

Lifetime Coverage Value shall not exceed purchase price or Actual cash value.

Gas Engine: Valve cover, cylinder head, cylinder block, oil pan, timing cover, crankshaft, flywheel housing, and the parts enclosed therein. Does NOT include external engine components including, but not limited to: fuel, electrical, cooling, intake, oil/lubrication, fuel pumps, alternators, batteries and exhaust components, or external belts, hoses, seals or gaskets.

OWNER'S EXTENDED COVERAGE RESPONSIBILITIES

As the engine owner, you are responsible for the performance of the required maintenance listed in your manufacturer operator's manual. By signing a contract with We Cover Usa, LLC you agree to retain all receipts covering maintenance on your engine, but We Cover Usa, LLC cannot deny a Extended Coverage claim solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the engine owner, you should be aware, however, that We Cover Usa, LLC may deny your Extended coverage if your engine or a part has failed due to abuse, vandalism, neglect, improper maintenance or unapproved modifications.

Your engine is designed to operate on Ultra Low Sulfur Diesel Fuel only. Use of any other fuel may result in your engine no longer operating in compliance with Federal or California's emissions requirements.

You are responsible for presenting your engine to the nearest dealer or service center authorized by We Cover Usa, LLC when a problem exists (unless agreed, or as required by law). The Extended Coverage repairs should be completed in a reasonable amount of time, not to exceed 30 days.

If you have any questions regarding your Extended Service Agreement rights and responsibilities or the location of the nearest authorized dealer or distributor, you should contact: We Cover Usa, LLC. at 1 -855-2-WECOVER, or email claims@wecoverusa.com

GENERAL TERMS

Governing Law.

These Terms and Conditions and any other documents referred to herein shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

Survival of Provisions of Terms and Conditions.

Wherever possible, each provision of these Terms and Conditions shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Terms and Conditions shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of this Terms and Conditions shall not be affected or impaired by that invalidity.

Entire Agreement.

All promises, agreements, covenants, representations and warranties, expressed and implied, oral and written, of the Parties concerning these Terms and Conditions are contained in this Agreement. No other promises, agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any Party to any other Party concerning these Terms and Conditions. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning this Terms and Conditions are merged herein. This is an integrated agreement.

Amendment and Non-Waiver.

This Terms and Conditions and all documents and instruments executed in connection with or in furtherance of this Terms and Conditions may not be amended, modified, or supplemented except by an instrument in writing signed by all of the Parties. Accepting performance contrary to the terms of this Terms and Conditions shall not waive that term or any other expectation.

Independent Advice.

The Parties represent and declare that, in executing this Terms and Conditions, they relied solely upon their own judgment, belief, and knowledge, concerning the nature, extent, and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any representations or statements governing any matter made by any other Party or by any person representing any other Party.

Cooperation.

The Parties represent and warrant that they shall do the acts and execute and deliver all documents necessary, convenient, or desirable to effect all provisions of these Terms and Conditions in a timely and expeditious manner.

Voluntary Terms and Conditions.

The Parties further represent and declare that they have carefully read these Terms and Conditions, know its contents and sign the same freely and voluntarily.

No Construction against Any Party.