# CENEX TOTAL PROTECTION PLAN® WARRANTY



# CENEX TOTAL PROTECTION PLAN® WARRANTY FOR NEW EQUIPMENT **RETAIN THIS LETTER FOR YOUR RECORDS**

Owner:

Make:

Serial No:

SHAMROCK FARMS INC

21754 - 446TH AVE OLDHAM, SD 57051 Association:

F & M COOP OIL CO

45316 SD HWY 34

**PO BOX 267** 

MADISON, SD 57042-0267

TPP Plan No:

TPP20NJD4020260003

John Deere

1HOS760SLK0805237

**Effective Date:** 

9/2/2020 S760

Model: Fuel Type:

Diesel

# This Cenex Total Protection Plan® Warranty applies to the following components and coverage period:

9 years/9,000 hours Superlube TMS® Engine coverage with Cenex® Ruby Fieldmaster® products up to B20\*\* 9 years/9,000 hours Diesel Injection Pump/High Pressure Pump coverage (with Superlube TMS®) and 5 years/5,000 hours Diesel Injector coverage, with Cenex® Ruby Fieldmaster® products up to B20\*\*

# Welcome to the Cenex Total Protection Plan® Warranty program! Enclosed are valuable coupons.

### Dear Shamrock Farms Inc:

Congratulations on your enrollment in the Cenex Total Protection Plan® warranty program. As a new program member, you understand the importance of protecting your valuable equipment investment with the best warranty program in agriculture. And you have the peace of mind that comes with using only Cenex® lubricants and premium diesel fuels, knowing that specific components in your equipment will be covered for the duration of your warranty term.

We have enclosed four \$50 coupons (one at the bottom of this page), for your use over the next two years on purchases of Cenex Ruby Fieldmaster® Premium Diesel Fuel, eligible Cenex lubricants and LubeScan® Used Oil Analysis kits. The Cenex coupons are just part of the many exceptional benefits you'll receive through the Cenex Total Protection Plan warranty program, simply by keeping your warranty active. Read on to learn more about this valuable program.

over please



## **Unparalleled Program Benefits**

You won't find a better way to protect your equipment investment than the Cenex Total Protection Plan®. Your benefits include:

- · Extended equipment coverage as outlined at the top of this letter
- · Includes periodic maintenance reminders to help keep your equipment in top condition
- No deductible for repair or replacement of a covered part or component
- Transferable coverage to subsequent operators (except Irrigation Agricultural Equipment and Forestry Equipment)

### **Maintaining Your Warranty Protection**

Maintaining your warranty benefits requires just a few simple steps, including:

- · Performing regular maintenance procedures
- · Submitting a used engine oil sample from each oil change
- Using only Cenex® lubricants and premium diesel fuels to maintain covered equipment
- Retaining proof of purchase for all Cenex lubricants and premium diesel fuels used to maintain the covered equipment
- · Avoiding actions that would void coverage, such as abuse or unauthorized product use

To help you remember these important warranty requirements, you'll receive periodic reminders and product news.

Please take a few minutes to familiarize yourself with the contents of this folder. Enclosed you will find:

- Complete program requirements and a copy of your application and contract
- A warranty decal for labeling your covered equipment, complete with sampling interval reminders
- Instruction for sampling your oil and handy stick on identification labels to include on your LubeScan® Used Oil Analysis kit Sample Identification Form to ensure accurate processing
- Steps to help you maintain coverage, offered as both a list and magnet
- Checklist to guide you through the claim process
- · Requirements and process on how to transfer a warranty

For more information about the Cenex Total Protection Plan program, talk to your local cooperative or call 1-866-863-0827.

Thank you for relying on Cenex lubricants and fuels.

Sincerely,

The Cenex Total Protection Plan Team



# **CENEX TOTAL PROTECTION PLAN® Transfer of Warranty Checklist**

## TRANSFER REQUIREMENTS

	Operator must fully comply with the Agreement of Responsibility found in the New or Used Equipment Warranty Application.
	Agricultural Equipment* to be transferred is currently covered under the Cenex Total Protection Plan® warranty.
	More than 6 months must remain in the Warranty Term.
Q	Transferee must be an individual or entity that owns/operates or leases/operates eligible equipment, and must be located within the CHS Energy trade territory.
	Samples of Covered Fluids must be pulled and submitted to CHS within 30 days prior to the transfer.
	<ul> <li>CHS may identify Components that need to be repaired prior to transfer.</li> </ul>
	<ul> <li>Allow up to 30 days for CHS to review and follow-up on submitted samples.</li> </ul>

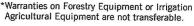
TF	TRANSFER PROCESS					
Transferee must complete the following steps:						
	Request the applicable New or Used Equipment Warranty Application from an Authorized Distributor.					
	Fill out the entire application and select only the equipment and coverage options that are currently under warranty.					
	Check the box next to This Warranty is Being Transferred, at the bottom of the To Be Completed By Applicant section.					
	Fill out the Current TPP Warranty # and Current Warranty Holder Name, located below the check box.					
	Review and sign the Agreement of Responsibility as well as the Partial Summary of Obligations and Commitment located on pages 2-4 of the application.					
	Submit the entire application, with transfer information complete, to the Authorized Distributor from whom the Transferee will purchase Covered Fluids for the Components covered under the warranty. Application must be submitted within 30 days of transfer.					

Authorized Distributor, send application to Cenex Total Protection Plan® Program at 400 1st Avenue North, Suite 700, Minneapolis, MN 55401.

CHS will review the Transfer and Agreement, completion of the Transfer Requirements and other factors necessary for approval.

If CHS approves the transfer of the warranty, the Transferee will receive a welcome kit with written notice of Transfer Approval and tools to make their warranty experience a success. Upon receipt of these materials, the Transferee will become an Operator for the remainder of the Warranty Term.







# This equipment is registered under the Cenex Total Protection Plan®.

Record your assigned Cenex Total Protection Plan® number here for future reference:

TPP20 NJD4020260003

# In case of equipment issues, contact your authorized Cenex® distributor.



Don't forget these important sample intervals to maintain your coverage!

Engine: At each oil change or drain, or at minimum annually

Transmission/Hydraulics/Final Drive (Common Sump): Every 300 hours, or at minimum annually

Transmission Only: Every 300 hours, or at minimum annually

Hydraulics Only: Every 300 hours, or at minimum annually

Differentials and Hubs: Annually

All other covered Components, excluding fuel-related Components: Annually For all Components: Must be sampled when equipment operation problems are: identified or believed to exist and are consistent with contamination and/or fouling of a Covered Fluid; when submitting a claim; or at any time when requested by CHS

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Form #N2-0419 0819 © 2019 CHS Inc. Cenex<sup>o</sup> is a registered trademark of CHS Inc.



# CENEX TOTAL PROTECTION PLAN® (TPP) PROGRAM NEW EQUIPMENT WARRANTY APPLICATION

OFFICE USE ONLY					
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Applicant Information — Required (To Be Completed by Warranty Applicant)  APPLICANT'S NAME — LAST NAME FIRST (If Cooperative Warranty, list business name)	ECEIVED SEP 1 6 2020
Shanrock Farms	O 2020
3 . mg 5' ht	MOBILE PHONE
CITY STATE	ZIP FMAN ADDRESS
Oildham Si	ZIP EMAIL ADDRESS  2 S 7 O S 1
MAKE MODEL NAME OR NUMBER	UNIT SERIAL NUMBER
DATE PURCHASED HOURS	114057605121317
DATE PURCHASED HOURS COOPERATIVE OWNED EQU	IPMENT ON O
Agricultural Equipment* (50+ Horsepower (HP))	A Company of the Comp
Type of Unit to be Covered: TRACTOR TELESCOPIC HANDLER	Irrigation Agricultural Equipment* (50+ Horsepower (HP)) (Not available for cooperative-owned equipment)
Engine/Fuel Coverage Only: A COMBINE OR HARVESTER SPRAYER  Components to be covered — Check one option in each	Type of Unit to be Covered:   IRRIGATION ENGINE
applicable section. (To Be Completed by Warranty Applicant)	Components to be covered - Check one option in each
DIESEL ENGINE:	applicable section. (To Be Completed by Warranty Applicant)  DIESEL ENGINE:
Maxtron® Enviro-EDGE® or Maxtron® DED  Superfulbe TMS®	4 years/8,000 hours Maxtron® Enviro-EDGE®, Maxtron® DEO or Superlube TMS®
Cenex® Ruby Fieldmaster® products up to B20**    Second Field Control of the product of the prod	DIESEL INJECTION PUMP/HIGH PRESSURE PUMP/INJECTORS:  ☐ 4 years/8,000 hours diesel injection pump/high pressure pump coverage and 4 years/4,000 hours diesel injector coverage with Cenex® Ruby Fieldmaster® products up to B20**
9 years/9,000 hours without Cenex® Ruby Fieldmaster®  B years/8,000 hours without Cenex® Ruby Fieldmaster®  Cenex® Ruby Fieldmaster®	NATURAL GAS/LP ENGINE:  ☐ 3 years/7,000 hours Maxtron® PCMO, Auto Gold®, Irriflex® or NGEO
DIESEL INJECTION PUMP/HIGH PRESSURE PUMP/INJECTORS:	Forestry Equipment*** (50+ Horsepower (HP))
M 10 years/10,000 hours (with Maxtron® Enviro-EDGE® or Maxtron® DEO) or 9 years/9,000 hours (with Superlube TMS®) diesel injection pump/high pressure pump coverage and 5 years/5,000 hours diesel injector coverage, with Cenex® Ruby Fieldmaster® products up to B20**	(Not available for cooperative-owned equipment)
- TRANSMISSION/HYDRAHI ICS/FINAL DRIVE (Common Summ)	Type of Unit to be Covered: ☐ FORWARDER ☐ SLASHER ☐ CHIPPER ☐ DELIMBER ☐ COLLECTOR ☐ CHOPPER ☐ OTHER MOBILE FORESTRY COMPRESE.
10 years/10,000 hours Maxtron® THF+, 9 years/9,000 hours Qwiklift® HTB®, Maxtron® Power Transmission Fluid MV Power Transmission Fluid or STOU Fluid	Component to be covered:
☐ TRANSMISSION (Separate Sump):	DIESEL ENGINE:
□ 10 years/10,000 hours Maxtron® THF+ □ 9 years/9,000 hours Qwiklift® HTB® or STOU Fluid	4 years/6,000 hours Maxtron® Enviro-EDGE®, Maxtron® DEO or Superlube TMS®
STOU Fluid  HYDRAULICS (Separate Sump):	*Subject to the terms set forth in this New Equipment Warranty Application and the New Equipment Agreement of Responsibility,
☐ 10 years/10,000 hours Maxtron® THF+ ☐ 9 years/9,000 hours Qwiklift® HTB® or Indol	Plan® unless such agricument evolutions and the Control Protection
DIFFERENTIAL/HUBS:  G years/6,000 hours Maxtron® GL  S years/5,000 hours MP Gear Lubs	under the Warranty unless the equipment of which they are a part is a least 50 house components will not quality for coverage
HYDROSTATS:	distributors only.
10 years/10,000 hours Maxtron® THF+	***Subject to the terms set forth in this New Equipment Warranty Application and the New Equipment Agreement of Responsibility, Applicant must exclusively use both a Cenex® brand engine oil product listed above and Maxtron® THF+, Qwiklift® HTB® or STOU Fluid to be eligible for the Cenex Total Protection Plan® on Forestry Equipment.
☐ This Warranty is Being Transferred  CURRENT TPP WARRANTY #	on Forestry Equipment.
CURRENT	WARRANTY HOLDER NAME
IMPORTANT: APPLICANT MUST SIGN AGREEMENT OF RESPONSIBILITY	
AUTHORIZED DISTRIBUTOR ACCOUNT NO. AUTHORIZED DISTRIBUTOR NAME	•
51/11/51117 CITY Marchesia	PLEASE MAIL THIS APPLICATION WITH PAYMENT TO:
(LAST SIX DIGITS ONLY) STATE SY	ZIP 5 7642 Cenex Total Protection
CENEX® PETROLEUM REPRESENTATIVE — LAST NAME FIRST	400 1st Avenue North Suite 700
PHONE EMAIL ADDRESS	Minneapolis, MN 55401 Phone: 1-866-863-0827
6 0 5 4 8 0 1412 3	FAX
CUSTOMER NEW TO CENEX OIL TOTAL OIL GALLONS USED ANNUALLY  YES MO FILINDER 250 cm   Classes   Cl	CENEX AS A PERCENT OF OIL PURCHASED
DIL CONTAINED SIZE PURPLUSED	0-999 gal. ☐ 1,000 gal. or over ☐ 0-24% ☐ 25-49% ☐ 50-74% 🗷 75-100%
☐ Small Packages ☐ 30 or 55 gal. Drums ☐ Totes or Bulk ☐ YES	IM DIESEL FUEL ACRES FARMED
PRIMARY BUSINESS  OTHER UNITS ON TPP	Z 1,501-3,000   3.001+
	□ NO □ 18-30 □ 31-45 ⋈ 46-60 □ 61+ ABRAND OF CHS

# Cenex Total Protection Plan® - New Equipment Agreement of Responsibility

The Energy Division of CHS Inc. ("CHS") offers a Cenex Total Protection Plan® program (the 'TPP Warranty" or "Warranty") for eligible operators of eligible new Agricultural Equipment, rigation Agricultural Equipment, and Forestry Equipment as such equipment are described on the New Equipment Warranty Application and further described below. Eligible operators shall include individuals and entities that either own and operate, or lease and operate, such eligible new equipment (in either case referred to hereinafter as an "Applicant" or "Operator").

#### **APPLICATION**

An Operator of eligible new Agricultural Equipment, Irrigation Agricultural Equipment or Forestry Equipment that desires to obtain the Warranty on a Component(s) (defined below) of said equipment, must submit the following to a CHS authorized distributor (the "Authorized Distributor") from which Operator purchases the applicable Cenex® lubricants and fuel products described below as "Covered Fluids":

- A New Equipment Warranty Application and New Equipment Agreement of Responsibility (the "Application and Agreement") not later than:
- For Agricultural Equipment and Forestry Equipment, the earlier of (a) 6 months
  following the date of acquisition of such new equipment, or (b) 400 hours after
  placing such new equipment in service.
- For Irrigation Agricultural Equipment, the earlier of (a) 60 days following the date
  of acquisition of such new Irrigation Agricultural Equipment, or (b) 750 hours after
  placing such new Irrigation Agricultural Equipment in service; and
- 2) A check or money order from the Operator in the amount of \$799 payable to CHS.

#### APPROVAL PROCESS

Upon its receipt of an Operator's submitted Application and Agreement, CHS will send Operator a letter acknowledging receipt and will commence reviewing the Application and Agreement. If CHS approves the Application and Agreement, CHS will return to the Operator a written notice of CHS' approval (the "Approval"). If CHS does not approve the Application and Agreement, Operator will receive written notice and a return of the \$799 application fee. CHS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO APPROVE OR DISAPPROVE ANY APPLICATION AND AGREEMENT SUBMITTED FOR APPROVAL. Following Approval, CHS may send to Operator, throughout the Warranty Term (defined below), marketing materials and other relevant communications, as well as periodic valuable coupons for Covered Fluids and LubeScan® Used Oil Analysis sample kits, all of which are hereby authorized by Operator.

#### WARRANTY

Upon approval in writing of such Application and Agreement by CHS (as shown by return of the Approval to the Operator), CHS warrants to the Operator, for the term set forth in the "Warranty Term" column of the tables below (the "Warranty Term"), that the lubricant(s) and fuel product(s) set forth in the "Covered Fluid" column of the tables below (each a "Covered Fluid", collectively, the CHS "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 tables below (each a "Component", collectively, the "Components") of new Agricultural Equipment, new Irrigation Agricultural Equipment, and new Forestry Equipment subject to all of the requirements and limitations contained herein. The Warranty Term shall begin on the date of acquisition of the eligible new Agricultural Equipment, new Irrigation Agricultural Equipment or new Forestry 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.

### AGRICULTURAL EQUIPMENT: TRACTORS AND TELESCOPIC HANDLERS (50+ HP)

Component		Covered Fluid	Warranty Term
Diesel Engine	SYNTHETIC OIL	Maxtron® Enviro-EDGE® or Maxtron® DEO	10 years/10,000 hours with Cenex® Ruby Fieldmaster® products up to B20**
	SYNTH		9 years/9,000 hours without Cenex <sup>®</sup> Ruby Fieldmaster <sup>®</sup>
	NAL OIL	Superlube TMS®	9 years/9,000 hours with Cenex® Ruby Fieldmaster® products up to B20**
	CONVENTIONAL OIL		8 years/8,000 hours without Cenex® Ruby Fieldmaster®
		ex <sup>®</sup> Ruby Fieldmaster <sup>®</sup> ducts up to B20**	10 years/10,000 hours with Maxtron® Enviro-EDGE® or Maxtron® DEO
Pump			9 years/9,000 hours with Superlube TMS®
Diesel Injectors	Cenex <sup>®</sup> Ruby Fieldmaster <sup>®</sup> products up to B20**		5 years/5,000 hours
Transmission/ Hydraulics/Final Drive (Common Sump)	OPTION 1	Maxtron® THF+, Maxtron® Power Transmission Fluid MV or Maxtron® All-Syn HD	10 years/10,000 hours
	TAD	Qwiklift <sup>®</sup> HTB <sup>®</sup> , Power Trans Fluid or STOU Fluid	9 years/9,000 hours
Transmission		Maxtron® THF+	10 years/10,000 hours
(Separate Sump)	IN 2	Qwiklift® HTB® or STOU Fluid	9 years/9,000 hours
Hydraulics	OPTION 2	Maxtron® THF+	10 years/10,000 hours
(Separate Sump)		Qwiklift® HTB® or Indol	9 years/9,000 hours
Differential/Hubs Ma		xtron® GL	6 years/6,000 hours
	MF	Gear Lube	5 years/5,000 hours
Hydrostats	Ma	xtron® THF+	10 years/10,000 hours

# AGRICULTURAL EQUIPMENT: COMBINES, HARVESTERS AND SPRAYERS (50+ HP)

Component		Covered Fluid	Warranty Term
Diesel Engine	SYNTHETIC DIL	Maxtron <sup>®</sup> Enviro-EDGE <sup>®</sup> or Maxtron <sup>®</sup> DEO	10 years/10,000 hours with Cenex® Ruby Fieldmaster® products up to B20**
			9 years/9,000 hours without Cenex® Ruby Fieldmaster®
	Superlube TMS®	9 years/9,000 hours with Cenex® Ruby Fieldmaster® products up to B20**	
	CONVENTIONAL OIL		8 years/8,000 hours without Cenex® Ruby Fieldmaster®
Diesel Injection Pump/High Pressure Pump	Cenex® Ruby Fieldmaster® products up to B20**		10 years/10,000 hours with Maxtron® Enviro-EDGE® or Maxtron® DEO
			9 years/9,000 hours with Superlube TMS®
		ex <sup>®</sup> Ruby Fieldmaster <sup>®</sup> ducts up to B20**	5 years/5,000 hours

### IRRIGATION AGRICULTURAL EQUIPMENT: IRRIGATION ENGINES (50+ HP)\*

Component	Covered Fluid	Warranty Term	
Diesel Engine	Maxtron® Enviro-EDGE®, Maxtron® DEO, or Superlube TMS®	4 years/8,000 hours	
Diesel Injection Pump/High Pressure Pump	Cenex® Ruby Fieldmaster® products up to B20**	4 years/8,000 hours	
Diesel Injectors	Cenex® Ruby Fieldmaster® products up to B20**	4 years/4,000 hours	
Natural Gas /LP Engine	Maxtron® PCMO, Auto Gold®, Irriflex® or NGEO	3 years/7,000 hours	

# FORESTRY EQUIPMENT: FORWARDERS, SLASHERS, CHIPPERS, DELIMBERS, COLLECTORS AND CHOPPERS (50+ HP)\*\*\*

Component	Covered Fluid	Warranty Term
Diesel Engine	Maxtron® Enviro-EDGE®, Maxtron® DEO or Superlube TMS®	4 years/6,000 hours

\*Subject to the terms set forth in this Application and Agreement, Agricultural Equipment and Agricultural Irrigation Equipment will not qualify for coverage under the Cenex Total Protection Plan® unless such equipment exclusively uses, throughout the entire coverage period, the Cenex® lubricant product(s) listed in the selected ftems above and, if applicable, the identified Cenex® diesel product. Components will not qualify for coverage under the Warranty unless the equipment of which they are a part is at least 50 horsepower (MP) or greaters.

\*\*Cenex Total Protection Plan® coverage for these Components available through authorized Cenex® Ruby Fieldmaster® distributors only.

#### PARTS COVERED BY THIS WARRANTY

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

DIESEL INJECTION PUMP/HIGH PRESSURE PUMP: Metering valve, transfer pump, pressure

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

DIESEL INJECTORS: Mechanical parts.

TRANSMISSION, HYDRAULICS, FINAL DRIVE, DIFFERENTIAL/HUBS: Gears, shafts, bearings, wet clutches, oil-immersed wet brake and clutch facing, hydraulic pumps and valves. HYDROSTATS: Hydrostatic pump.

# 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, external parts such as vibration dampener, hydraulic fan motors.

DIESEL INJECTION SYSTEM: Fuel lines, filters.

TRANSMISSION, HYDRAULICS, FINAL DRIVE, DIFFERENTIAL/HUBS: Auxiliary equipment, including added implements and their associated valves and pumps, bogie and idler wheels, reaction/torsion arms, hydraulic lines, hydraulic fan motors, couplers, oil coolers, cab/seating, and steering hydraulics.

<sup>\*\*\*</sup>Subject to the terms set forth in this Application and Agreement, Applicant must exclusively use both a Cenex® brand engine oil product listed above and Maxtron® THF+, Qwiklift® HTB® or STOU Fluid to be eligible for the Cenex Total Protection Plan® on Forestry Equipment.

#### **OBLIGATIONS OF OPERATOR**

1. Proper Fuel, Lubricants and Filters: Operator must exclusively use the proper products approved by CHS, including Covered Fluids, in the Component covered by the Warranty. For assistance and/or confirmation of product selection, Operator should contact the Authorized Dealer from which Operator purchases the applicable Covered Fluid or CHS. Operator agrees to retain all invoices and receipts for purchases of Covered Fluids and Cenex® Ruby Fieldmaster® during the Warranty Term and further agrees to provide them to CHS promptly upon request. USE IN A COMPONENT OF ANY PRODUCTS NOT APPROVED BY CHS, OR USE IN A COMPONENT OF ANY PRODUCTS PAST ITS EXPIRATION DATE (OR END OF MANUFACTURER WARRANTY, IF NO EXPIRATION DATE), WILL VOID THE WARRANTY. Operator must replace selected covered Components' fluid with the applicable Covered Fluids on or before the earlier of the date occurring two years after the equipment is first put into service or the first date recommended under the Original Manufacturer's warranty for an oil drain. An Operator may lower the pour point of Cenex® Ruby Fieldmaster® by adding No. 1 diesel fuel or kerosene. However, more than 50% dilution of Cenex® Ruby Fieldmaster® with No. 1 diesel fuel or kerosene requires the addition of an approved CHS additive at the recommended treat rate. Biodiesel conforming to the ASTM D 6751 provisional specification, may be used up to 20% (subject to applicable laws) in Cenex® Ruby Fieldmaster® products. Any and all diesel fuel storage tanks used by Operator to store Cenex® Ruby Fieldmaster® must be equipped with an industry standard fuel filter.

2. Fluid Samples:

For Diesel Engines and Natural Gas/LP Engines, Operator agrees to submit engine lubricant sample at the time of each original equipment manufacturer-recommended lubricant change (but no less than one time per year, beginning on the first anniversary of the equipment acquisition date and continuing each year thereafter throughout the Warranty Term), any time a claim is made under the Warranty and at any other time requested by CHS.

• For Transmissions/Hydraulics/Final Drive (Common Sump), Transmission (Separate Sump), Hydraulics (Separate Sump), 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 equipment acquisition date and continuing each year thereafter throughout the Warranty Term), any time a claim is made under the Warranty and at any other time requested by CHS. If the transmission and hydraulics are separate systems, then separate samples are needed for each system.

 For Differential/Hubs, 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 equipment acquisition date and continuing each year thereafter throughout the Warranty Term, any time a claim is made under the Warranty and at any other time

requested by CHS.

 For Diesel Injection Pump/High Pressure Pump/Injectors, at the time of making a claim under the Warranty, Operator agrees to submit a fuel sample using an authorized fuel sample kit.

 Authorized LubeScan® Used Oil Analysis fluid sample kits must be purchased from Authorized Dealers which sell CHS Covered Fluids.

3. Maintenance: Operator agrees to maintain Components in accordance with the original equipment manufacturer's recommendations and such other recommendations as may be made in writing by CHS. In the event Operator identifies operation problems consistent with contamination or fouling of a Covered Fluid or Operator otherwise discovers or has reason to believe contamination (e.g. water, coolant, fuel, anti-freeze, dirt or other contaminant) or fouling exists in a Covered Fluid, Operator agrees to immediately notify CHS and deliver a sample of such Covered Fluid to CHS for testing. Operator further agrees to take reasonable actions to prevent further damage to the Component. FAILURE TO SEND IN REQUIRED SAMPLES OR TAKE SUCH REASONABLE ACTIONS MAY VOID COVERAGE UNDER THE WARRANTY. Operator agrees to retain all invoices and receipts for maintenance.

4. Corrective Action: Operator agrees to promptly take all corrective action recommended by CHS, whether set forth in LubeScan® Used Oil Analysis diagnosis recommendations or otherwise. FAILURE TO TAKE SUCH CORRECTIVE ACTION MAY VOID YOUR WARRANTY.

#### **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, together with all invoices and receipts for Covered Fluids used in the Components as may be requested by CHS. In no event shall such notification be made to the Authorized Distributor later than one (1) month following expiration of the Warranty Term. CHS will determine whether any identified damage, repair or replacement is covered under the Warranty. CHS shall not be responsible for repair or replacement of any Component, or any part thereof, unless such repair or replacement has first been approved by CHS, in writing. In the event a repair or replacement has been approved by CHS as provided above, such repair will be at CHS' expense. If, in the exclusive judgment of CHS, the damage, repair or replacement is covered under the Warranty and the internal part or parts of such Component are unable to be repaired, such internal part or parts will be replaced at CHS' expense. All Warranty service must be performed at service centers approved by CHS. All parts repaired or replaced must be retained by the service center for 90 days after such repair or replacement and must be made available to CHS upon request. After service has been completed and Covered Fluids replaced, Operator must submit the invoice to CHS for payment within 90 days from final invoice date. Operator agrees to pursue applicable manufacturer and/ or retailer warranties prior to making any claim under this Warranty. Operator hereby assigns to CHS the right to make a claim for breach of the equipment manufacturer's warranty, if applicable and agrees to deliver to CHS any funds obtained from the equipment manufacturer's warranty for repairs or replacement covered by CHS under this Warranty.

#### LIMITATIONS

CHS does not warrant (a) any product that 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 a tank in which Covered Fluids used in the Component is stored, (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 corrective action recommended by CHS, including LubeScan® Used Oil Analysis diagnosis recommendations, (e) 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, (j) any Component that is a part of equipment having less than 50 horsepower, (k) any Component that has been, or is part of equipment that in all or in part has been, disabled, modified, or reprogrammed from its original state, unless authorized by the original equipment manufacturer or CHS (e.g. engine, transmission, drive train, exhaust emission system or computer system) or (I) nonagricultural use. The Warranty does not cover equipment with diesel engines less than 50 horsepower. This Warranty applies only to Components in equipment intended for agricultural business uses and shall not apply to Components in any equipment intended for personal, family or household use.

#### **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. COVERAGE UNDER THIS WARRANTY, FOR ANY DIESEL ENGINE COMPONENT OR TRANSMISSION (COMMON OR SEPARATE SUMP) COMPONENT SHALL TERMINATE IMMEDIATELY FOLLOWING INSTALLATION OF ANY NEW OR REMANUFACTURERED REPLACEMENT FOR SUCH DIESEL ENGINE OR TRANSMISSION COMPONENT COVERED UNDER THIS WARRANTY.

#### TRANSFER OF WARRANTY

A Warranty on Components within Agricultural Equipment may be transferred during the Warranty Term to a subsequent purchaser of the Agricultural Equipment containing the Components covered by such Warranty (a "Transferee"), subject to written approval from CHS as further provided herein. To facilitate the transfer process, it is recommended that Operators request from CHS a copy of the then current CHS Warranty transfer requirements (the "Transfer Requirements") at least thirty (30) days prior to any transfer date. The Transfer Requirements may require, among other things, the samples of Covered Fluids and repair of items identified by CHS from review of such samples. A Transferee of eligible Agricultural Equipment desiring to obtain a transfer of the Warranty on Component(s) within such Agricultural Equipment must submit a completed Warranty Transfer Request and Agreement of Responsibility (the "Transfer and Agreement") to the CHS authorized Covered Fluids dealer (the "Authorized Dealer") from whom Transferee will purchase Covered Fluids for use in the Component(s) covered under this Warranty. CHS will review the Transfer and Agreement, completion of the Transfer Requirements and such other factors as it deems important to determine whether to approve a transfer of the Warranty hereunder. If CHS, in its discretion, approves the transfer of the Warranty, it will return to Transferee a written notice of approval (the "Transfer Approval"). Upon receipt of the Transfer Approval, the Transferee will become an Operator under this Warranty for the remainder of the Warranty Term. Requests to transfer a Warranty hereunder will not be considered if (i) less than 6 months remain in the Warranty Term, (ii) the Transferee does not meet the qualifications of an Operator hereunder, (iii) the Transfer and Agreement was delivered to an Authorized Dealer more than 30 days after transfer of the Agricultural Equipment to which the Components are a part, (iv) the Operator has not fully complied with its obligations under the Application and Agreement, or (v) the Transferee is not located within the CHS Energy trade territory. In no event shall any transfer of a Warranty hereunder extend the original Warranty Term. Warranties on Forestry Equipment or Irrigation Agricultural Equipment are not transferable.

### ENTIRE AGREEMENT, NO OTHER WARRANTIES

Unless modified in writing and 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.

Operator hereby acknowledges that he/she has read and understands the terms of this Application and Agreement. Operator hereby certifies that the date of manufacture and hours of service of the equipment set forth on the Application 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.

Mam roch farm Operator 7-2-20

Date

# Cenex Total Protection Plan® Partial Summary of Obligations and Commitment New Equipment

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 preceding 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.

Applicant MUST initial on each line below:



- 1. In accordance with the Application and Agreement, I agree to <u>submit used fluid samples</u> for each warrantied Component as listed below:
  - Engine: At each oil change or drain, or at minimum annually
  - Transmission/Hydraulics/Final Drive (Common Sump): Every 300 hours, or at minimum annually
  - Transmission Only: Every 300 hours, or at minimum annually
  - Hydraulics Only: Every 300 hours, or at minimum annually
  - Differentials and Hubs: Annually
  - All other covered Components, excluding fuel-related Components: Annually
  - For all Components: when operation problems are identified consistent with contamination of fouling of a Covered Fluid, or when contamination or fouling exists (or there is reason to believe it exists) within a Covered Fluid, or upon submission of any claim, or at such other times as may be requested by CHS.



2. In accordance with the Application and Agreement, I understand that using any products not approved by CHS or any products past its expiration date (or expiration of manufacturer's warranty, if no expiration date), will void this Warranty.



3. In accordance with the Application and Agreement, I agree to replace the Engine, Transmission/Hydraulics/Final Drive, Differential/Hub Fluids with applicable Cenex® Covered Fluids once upon the earlier of the date occurring two years after the equipment is placed into service or the date recommended by the Original Manufacturer's warranty for the first oil drain.



4. In accordance with the Application and Agreement, I agree to use <u>only Cenex® brand lubricant products</u> from authorized Cenex® dealers in all warrantied Components for the duration of the warranty contract. `



5. In accordance with the Application and Agreement, I agree to retain all original invoices and receipts for all Cenex® products used in Components covered under this Warranty, and to deliver them to CHS upon request or as otherwise required under the Application and Agreement.



6. In accordance with the Application and Agreement, I agree to maintain Components covered by the Warranty in accordance with the original equipment manufacturer's recommendations and those made in writing by CHS.



7. In accordance with the Application and Agreement, I agree to take all corrective action identified by CHS including following LubeScan® Used Oil Analysis diagnosis recommendations.



8. In accordance with the Application and Agreement, I agree <u>abuse or misuse</u> of warrantied Components and nonagricultural use voids Warranty.



9. In accordance with the Application and Agreement, I understand that coverage under this warranty of any Diesel Engine Component or Transmission (Common or Separate Sump) Component will terminate immediately following the installation of any new or remanufactured replacement for the Engine or Transmission.



\_10. In accordance with the Application and Agreement, I agree to immediately notify CHS and deliver a sample if I believe Covered Fluid is contaminated.



\_11. In accordance with the Application and Agreement, I understand that I should request from CHS a copy of the then current CHS Warranty Transfer Requirements at least 30 days prior to any transfer date. I may, among other things, be required to submit samples of Covered Fluids and repair items identified by CHS from review of samples.