

Date: February / 2021

GLOSSARY OF KEY TERMS

CONTRACT: Valtra Care (Connect), Valtra Premium Care, MF Care, Massey Ferguson Manager, Challenger PowerCare, Fendt Care (Connect) or Fendt Certified (but not for contracts provided by EPG Administration Services) or Fendt StarCertified (the latter also second-hand machine warranty), Fendt StarService

EXCESS: the amount stated in the CONTRACT under EXCESS or the percentage of the total repair cost mentioned in the EXCESS matrix.

AGCO: AGCO refers to the AGCO company, which sells the MACHINES or concludes the CONTRACT with the DEALER.

DEALER: the authorized DEALER with which AGCO concludes the CONTRACT.

DEALER PORTAL: AGCOnet and/or its successor system provided by AGCO with personal access authorization.

MANUFACTURER: the AGCO company that produces the MACHINES.

CUSTOMER: the owner of the MACHINE or other authorized user or their legal successor.

DEFECT: a MACHINE error claimed by the CUSTOMER that was already present at the time of the transfer of risk.

MACHINE: the MACHINE according to the serial number together with original accessories, such as headers, front loaders, etc. — with the exception of attachments, etc. Retrofitted original AGCO accessories can be included if bought, registered and fitted by an AGCO-authorized DEALER within 12 months of new registration of the MACHINE.

RUNNING HOURS: the age of the MACHINE in engine hours according to the running hours meter or bale counter of the (non-motorized) MACHINE. In the event of engine replacement, the RUNNING HOURS will be the total number of hours worked by the MACHINE.

1. Scope of CONTRACT

- a. The following conditions apply for the provision of services in connection with CONTRACTS with DEALERS. AGCO is not the contracting party with the CUSTOMER.
- b. The contractual relationships between the DEALER and the CUSTOMER are based exclusively on these conditions. Any additional or conflicting general business conditions of the CUSTOMER are hereby expressly excluded.
- c. The DEALER's general terms and conditions of sale and delivery in the currently valid version shall apply. If there is a conflict between these general provisions for warranty contracts and the DEALER's general terms and conditions of sale and delivery, the general provisions for warranties shall apply and take precedence.
- d. The CONTRACT may only be concluded within 12 months of initial registration of the MACHINE, and is seamlessly linked to the statutory warranty. This does not apply to Gold and Platinum CONTRACTS, which commence from initial registration of the MACHINE. In the case of a second-hand machine warranty, a deadline of 12 months applies from the date on which the MACHINE is released by AGCO. The CONTRACT will come into force after the DEALER has received the full payment of the invoice.
- e. The services of this CONTRACT can only be purchased within 12 months from the date of initial MACHINE registration.

2. Scope of Services

- a. The components which are covered by the CONTRACT are listed in the appendix ("Components") under the respective CONTRACT type. The decision as to whether a defective part will be repaired or replaced is a matter for the discretion of the DEALER, if these conditions are not otherwise expressly provided. This CONTRACT does not entitle the CUSTOMER to return the MACHINE and the DEALER shall have no liability for any indirect or consequential losses. Withdrawal from the purchase contract and the compensation of damages are excluded from the scope of this CONTRACT. The remaining clauses concerning liability and damages set out in these general terms and conditions remain unaffected.
- b. The repair or replacement is to be carried out by the DEALER in a professional manner.
- c. The EXCESS applies as defined in the CONTRACT.
- d. The CUSTOMER shall pay the DEALER for providing the contractual services the invoiced amount, yet no more than the agreed EXCESS. Only one EXCESS applies for repair work undertaken to fix the same defect.
- e. The services do not include repair or replacement of wearing parts including, but not limited to, the following:
 - i. Tires
 - ii. Brake components affected by friction such as brake discs, rings, calipers, pads, linings, shoes, slave pistons
 - iii. Clutch linings
 - iv. Lights
 - v. Trailer couplings
 - vi. Filter
 - vii. Oils/lubricants
 - viii. Track chains/belts on tracked vehicles, main drive wheels, track rollers and idler wheels
 - ix. Starter batteries
 - x. Non-integrated Guidance Equipment
 - xi. Paint
 - xii. All Glass including mirrors
 - xiii. Ancillary Drive Belts
 - xiv. Auxiliary Hydraulic Couplers
 - xv. Parts which are specifically designed to come into contact with soil or plants unless listed as included in the appendix ("Components")
 - xvi. Other wear parts that experience normal wear during use;
 - xvii. Software updates
- f. In addition, the following general exceptions apply, unless explicitly included in the individual warranty contract:
 - i. The MACHINE is intended to be used in forestry, road construction and winter service, unless otherwise expressly agreed.
 - ii. Damage, faults or impairments arising from the use of non-AGCO original parts and filters, or the use of oils, greases, lubricants, coolants or antifreezes that have not been approved by AGCO.
 - iii. Damage caused by misuse, overloading or neglect of the MACHINE.
 - iv. Salvage/transport costs
 - v. Night and Weekend surcharges.
 - vi. Travel costs.
 - vii. Damage caused by servicing errors, operating errors, vandalism or other damage caused by excessive force, or the actions of third parties.
 - viii. In addition, costs for repairing damages, faults or disruptions caused by force majeure, improper treatment, unauthorized use or application, use in competitions of any kind, are excluded. The same applies in the event of non-compliance with the maintenance intervals and usage specifications listed in the Operator's Manual, or in the event of wear, failure to conduct the necessary repairs, etc.
 - ix. Damage caused as a result of or in connection with improper cleaning of the MACHINE.

- x. Costs for cleaning the MACHINE.
 - xi. Costs for the removal and refitting of components not acquired through AGCO.
 - xii. Defects of any third-party equipment and accessory parts, including those listed in the AGCO price list under the heading of special accessories. This also includes the exclusion of any Valtra Unlimited Equipment from the extended warranty.
 - xiii. Defects in auxiliary equipment that was not included in the scope of delivery from the factory.
 - xiv. Damage arising from corrosion.
 - xv. Damage arising from the use of contaminated oil or oil other than that specified in the Operator's Manual.
 - xvi. Consequential damages for financial and economic losses due to lost crop, delays, labor costs, deliveries, etc.
- g. The functionality of the MACHINE or component must be restored to the same functionality which existed prior to the defect. The use of refurbished components is permitted.

3. Prices

- a. The prices calculated by the DEALER apply to the CONTRACT. These are based on the information supplied by the DEALER regarding where and under what conditions the MACHINE will be used. Unless specifically agreed otherwise, the calculation is based on normal agricultural conditions of use.
- b. This is also the case if the DEALER concludes a more cost-effective Connect tariff but the CUSTOMER does not connect to the telemetry system within the agreed time period or disconnects within the contract period.
- c. In the event that there is any change to the conditions in which the MACHINE is used, the DEALER shall be entitled to adjust the agreed CONTRACT price accordingly and at its discretion.
- d. All prices stipulated in this CONTRACT are exclusive of value-added tax at the rate specified by law.

4. Changes to the tariff

- a. Changing the tariff will result in the CUSTOMER not being able to make any claims for damage that occurred prior to the date on which the contract was amended.
- b. Conditions for changing the tariff: The CUSTOMER can change to a higher-value tariff at any time during the CONTRACT period, provided that the agreed running hours have not yet been reached.

5. Payment, arrears

- a. In the event of a payment becoming overdue, the DEALER, without prejudice to any other rights or remedies available to it, has the right to:
 - i. refuse to perform services as part of the CONTRACT and reject any orders for spare parts.
 - ii. charge interest on overdue payments at a rate of 9% above the current interest base rate.The assertion of further damages is reserved.

6. Offsetting, retention

- a. The CUSTOMER may only offset amounts owed by the CUSTOMER to the DEALER against amounts owed by the DEALER to the CUSTOMER if the CUSTOMER's claim is recognized, undisputed or awarded by a court of law.

7. Data processing

- a. The CUSTOMER agrees that the data collected within Fendt Connect may be used for the purposes of providing efficient customer support.

8. CUSTOMER obligations

- a. The CUSTOMER must ensure that they operate, maintain and service the MACHINE in accordance with the manufacturer's instructions. The manufacturer's lubrication and maintenance table in particular must be observed.
- b. During the term of the CONTRACT, the DEALER must instruct the CUSTOMER, at its own expense, to have all maintenance and inspection work recommended by the MANUFACTURER carried out in accordance with the specifications of the MANUFACTURER. Otherwise, the MANUFACTURER will be released from its commitments. This does not apply if the CUSTOMER can prove that the act of breaching the obligation to carry out the maintenance and inspection work has not caused the warranty case.
- c. In the event of an operating fault, malfunction or any other DEFECT, the CUSTOMER shall inform the DEALER of this immediately. The DEALER shall not be liable to make any payment under this CONTRACT to the CUSTOMER that has not been immediately notified to the DEALER. If a DEFECT occurs and is reported by the CUSTOMER via Connected Services, the DEALER shall be immediately obliged to prohibit any further use of the MACHINE, provided that further use could lead to additional damage.
- d. The DEALER must be granted unhindered access to the MACHINE in order to service it or to carry out any inspections that are otherwise necessary.
- e. The DEALER must be notified immediately of any changes to the business address, place of operation or conditions of use.
- f. During contractual repair work, the MANUFACTURER recommends the exclusive use of original spare parts and only oils, greases, lubricants, coolants and antifreezes that have been approved by the MANUFACTURER.
- g. The documentation relating to the repair work must be maintained in accordance with the guidelines specified by the MANUFACTURER.

9. RUNNING HOURS meter, safety

- a. At the start of the CONTRACT, the OPERATING HOURS meter will be checked by the DEALER to ensure correct technical function. Failure of the OPERATING HOURS meter must be reported to the DEALER immediately.

10. Liability, compensation

- a. Nothing in this CONTRACT shall operate to limit or exclude either party's liability for explicit guarantees, death or personal injury caused by its negligence, fraud or any other liability which cannot be excluded by law. Neither party shall be liable to the other for any indirect or consequential losses. AGCO shall be liable for minor negligence only if essential duties stipulated in the CONTRACT and of particular importance to the fulfillment of the contractual purpose are neglected. In the event of a breach of such obligations, delay or non-feasibility, AGCO's liability shall be limited to such damage that must typically be assumed to occur in the context of this CONTRACT. A mandatory statutory liability for product defects remains unaffected.
- b. In the event that the liability of the DEALER with regard to damages is excluded or limited, this also applies to the personal liability of the DEALER's employees, representatives and agents.

11. Contract term, sale, termination

- a. The term of the CONTRACT shall commence upon acceptance by the DEALER and shall continue until the point at which the MACHINE reaches the number of OPERATING HOURS specified in this CONTRACT.
- b. The CONTRACT is tied to the MACHINE.
 - i. For the CONTRACT to be transferable in the event of sale, the corresponding CONTRACT must be available at the new location of the MACHINE.
- c. The right to extraordinary termination shall remain unaffected. Without prejudice to further statutory rights of termination, this applies in particular if
 - i. the CUSTOMER is more than six weeks overdue in settling payments due, in whole or in part.
 - ii. either party infringes a material provision of this CONTRACT and, despite a written warning, repeats the CONTRACT infringement or does not cease these actions within ten working days in the case of ongoing infringement.
 - iii. bankruptcy proceedings are initiated in respect of the CUSTOMER'S assets or initiation of such proceedings is rejected due to lack of assets.
- d. The termination notice must be issued in writing.

12. Applicable law and legal venue

- a.
 - i. This CONTRACT is governed by the laws of the country in which the DEALER selling the machine or this CONTRACT is located. The UN Convention on Contracts for the International Sale of Goods (CISG) is not applicable. Any dispute arising out of this CONTRACT shall be subject to the exclusive jurisdiction of the courts relevant to the location of the DEALER selling the machine or this CONTRACT.

13. Final Provisions

- a. The place of performance for all obligations in this CONTRACT shall be the company headquarters of the DEALER.

Appendix 1

The services listed are only covered if directly caused by an event covered under the CONTRACT.

1. The following services are only covered under the Fendt StarService Gold or Fendt Care (Connect) Gold contract.
 - a. Travel cost of technical personnel is covered subject to the following restrictions:
 - i. The MACHINE is immobilized for an unreasonable amount of time and cannot be driven to the DEALER's workshop.
 - ii. Only one round-trip is covered.
 - iii. Costs for overnight stays are not covered.
 - iv. Only the travel costs from and to the DEALER will be covered, provided that the immobilization occurs within a radius of 70 kilometers of the DEALER's workshop.
 - b. Towing and rescue costs are covered subject to the following restrictions:
 - i. The MACHINE is immobilized for an unreasonable amount of time and therefore cannot be driven to the DEALER's workshop.
 - ii. The MACHINE cannot be repaired at the location of immobilization.
 - iii. Only the towing costs to the nearest DEALER will be covered, provided that the immobilization occurs within a radius of 70 kilometers of the DEALER's workshop. As a precaution, it is noted that the return of the MACHINE to the location of the immobilization is not covered.
 - c. Oil and filter changes induced by a repair are covered subject to the following restrictions:
 - i. Only if the oils and filters are deemed contaminated or damaged in a way that they can't be reused after the repair;
 - ii. Only if the next regular maintenance work is due in more than 50 RUNNING HOURS and more than 30 days. Otherwise the service must be performed immediately.
 - d. Usage of diagnosis tools and dynamometer is covered subject to the following restrictions:
 - i. Only if indispensable for the repair;

2. Fendt StarService Platinum and Fendt Care (Connect) Platinum contracts cover the following services in addition to those covered under Fendt StarService Gold and Fendt Care (Connect) Gold. However, this only applies to Fendt Care Platinum if Fendt Connect is activated and used:
- a. Night and Weekend surcharges.
 - b. The DEALER undertakes to provide the CUSTOMER with a replacement AGCO machine or to pay appropriate compensation in line with the following requirements:
 - i. The MACHINE is immobilized.
 - ii. The repair work is carried out in the DEALER's workshop.
 - iii. The CUSTOMER bears the fuel costs (including AdBlue®).
 - iv. Compensation will be paid from the second working day after the damage occurs, provided that the damage occurs on a working day.
 - v. Working days include all days except Sundays and public holidays. Public holidays vary by DEALER location.
 - vi. The CUSTOMER will receive a replacement machine of a comparable type (identical equipment cannot be guaranteed) or compensation amounting to the industry average rental cost for a machine of a comparable type. Compensation will be paid for a maximum duration of three days, with 10 RUNNING HOURS per day.
 - vii. Whole days are compensated. If the MACHINE has not been repaired by 10 am, compensation will be paid for a further day, provided that the total of three days has not yet been reached. Compensation will not be paid for additional days if the MACHINE has been repaired but has not yet been collected.

COMPONENTS

Tractors		
Engine	Basic Engine	✓
Engine Auxiliaries	Intake & Exhaust System	✓
	Engine Electrical Parts	✓
	Engine Cooling System	✓
	Fuel Supply System	✓
Electrical	Electrical Systems	✓
Power Train	Transmission, Differential, PTO, Axles and Final Drives	✓
	Transmission oil cooler	✓
Steering and Brakes	Brake components not affected by friction such as brake lines, valves, pedals	✓
	Steering	✓
	Steering cylinder	✓
Hydraulics	Hydraulic system	✓
Frame, Members, Shields, Miscellaneous	Frame	✓
	Non-driven Axles Hubs & Bearings	✓
Operator platform	Monitors	✓
	Controls	✓
	Operator Station (Cab, Platform)	✓

Combines including Tracks		
Engine	Basic Engine	✓
Engine Auxiliaries	Intake & Exhaust System	✓
	Engine Electrical Parts	✓
	Engine Cooling System	✓
	Fuel Supply System	✓
Electrical	Electrical Systems	✓
Power Train	Transmission, Differential, PTO, Axles and Final Drives	✓
	Main Engine Power Take-Off with Wet Clutches	✓
	Gear Boxes & Transmissions in Separator & Header Drive Line	✓
	Front Tracks Mechanical Drive (without rubber wheels and tracks)	✓
	Hydrostatic Propulsion	✓
	Hydrostatic Oil Reservoirs, Coolers	✓
Steering and Brakes	Brake components not affected by friction such as brake lines, valves, pedals	✓
	Mechanical Park Brake	✓
	Steering	✓
	Steering cylinder	✓
Hydraulics	Hydraulic system	✓
	Front Tracks Hydro Pneumatic Suspension System	✓
Frame, Members, Shields, Miscellaneous	Frame	✓
	Front Tracks Frame	✓
	Front axle	✓
	Rear axle	✓
Operator platform	Monitors	✓
	Controls	✓
	Cab	✓
	Handrails, Landings and Steps	✓
Feeder House	Feeder House	✓
Separator, Cleaning Shoe	Separator	✓
	Cleaning Shoe	✓
Elevators, Grain Tank, Unloading System	Elevators	✓

Combines including Tracks		
	Grain Tank	✓
Straw Chopper, Chaff Spreader	Straw Chopper	✓
	Chaff Spreader	✓

Combine Headers		
Header	Frame	✓
Hydraulics	Header Hydraulic	✓
Reels, Auger, Miscellaneous	Reel & Supports	✓
	Vertical Knives	✓

Self-Propelled Forage Harvesters		
Engine	Basic Engine	✓
Engine Auxiliaries	Intake & Exhaust System	✓
	Engine Electrical Parts	✓
	Engine Cooling System	✓
	Fuel Supply System	✓
Electrical	Electrical Systems	✓
Power Train	Transmission, Differential, PTO, Axles and Final Drives	✓
	Engine PTO	✓
	Hydrostatic Propulsion	✓
	Main Clutch Components and Actuating Valves	✓
	Hydrostatic Oil Reservoirs, Coolers	✓
Steering and Brakes	Brake components not affected by friction such as brake lines, valves, pedals	✓
	Parking brake	✓
	Steering	✓
	Steering cylinder	✓
	Automatic Steering (Row Guidance)	✓
Hydraulics	Hydraulic system	✓
Frame, Members, Shields, Miscellaneous	Frame	✓
	Rear axle	✓
	Central lubrication	✓

Self-Propelled Forage Harvesters		
Operator platform	Monitors	✓
	Controls	✓
	Cab	✓
	Handrails, Landings and Steps	✓
Feed Rolls, Cutter Head, Kernel Processor	Feed Rolls	✓
	Cutting cylinder	✓
	Kernel Processor	✓
Material Transition	Fan	✓
	Spout	✓
	Channel	✓

Self-Propelled Sprayers		
Engine	Basic Engine	✓
Engine Auxiliaries	Intake & Exhaust System	✓
	Engine Electrical Parts	✓
	Engine Cooling System	✓
	Fuel Supply System	✓
Electrical	Electrical Systems	✓
Power Train	Transmission, Differential & Final Drives	✓
	Gear Boxes & Transmission Final Drive	✓
	Hydrostatic Oil Reservoirs, Coolers	✓
Axles & Wheels	Wheels	✓
Tread Adjust & Suspension	Auto level system, Suspension components, Hydraulic adjustment	✓
Steering, Brakes	Brake components not affected by friction such as brake lines, valves, pedals	✓
	Parking brake	✓
	Steering	✓
	Steering cylinder	✓
	Steering electronics	✓
Hydraulics	Hydraulic system	✓
Frame, Members, Shields, Miscellaneous	Frame	✓
	Air conditioning components (dryer, evaporator, condenser, compressor)	✓

Self-Propelled Sprayers		
	Hand rinse tank, pressure washer	✓
	Aluminium Boom	✗
Cab	Monitors	✓
	Controls	✓
	Cab	✓
Compressed air system	All components	✓
Solution Control	Solution Tank	✓
	Rinse Tank	✓
	Solution Pump (without components in contact with spraying fluid)	✓

Square- and Round Baler		
Power Train	Secondary Drive Shaft (IDL Support to Flywheel)	✓
	PTO shaft with overload/or slipping clutch	✓
	Pickup drive	✓
	Main transmission	✓
	Cutter Gearbox	✓
	Central Lubrication (with the exception of chain brushes)	✓
	Main Clutch Components	✓
Electrical	Electrical Systems and Components	✓
Axles and Brakes	Brake Components	✓
	Brake Systems and Associated Parts	✓
	Mechanical Park Brake	✓
	Steering Axle Components	✓
	Variable Round Baler	✓
Hydraulics	Hydraulic System and Components (with the exception of tractor couplings)	✓
	Hydraulic Density Control System	✓
Frame, Members, Shields, Miscellaneous	Frame and Shields	✓
	Wheels	✓
	Non-driven Axles Hubs and Bearings	✓
Operator platform	Monitors	✓
	Controls	✓
	Handrails, Landings and Steps	✓

Square- and Round Baler		
Pickup	Frame	✓
	Augers	✓
	Suspension Components	✓
Bale Feeding and Forming	Packer System Components	✓
	Stuffer System Components	✓
	Cutter Rotor (excl. rotor tines)	✓
	Knife Floor (with the exception of knives)	✓
	Plunger Connecting Rods / Load Arms	✓
	Bale chamber roller and belts	✓
	Piston (with the exception of knives)	✓
	Knotter (with the exception of knives, stripper arm and cutting knives)	✓
	Knotter Blower	✓
Bale Ejector	Ejector Components and Hydraulics	✓

Telescopic Handlers		
Engine	Basic Engine	✓
Engine Auxiliaries	Intake & Exhaust System	✓
	Engine Electrical Parts	✓
	Engine Cooling System	✓
	Fuel Supply System	✓
Electrical	Electrical Systems	✓
Power Train	Transmission, Differential, Axles and Final Drives	✓
	Transmission Oil Coolers, Hydrostatic Propulsion	✓
Steering and Brakes	Brake components not affected by friction such as brake lines, valves, pedals	✓
	Steering	✓
	Steering cylinder	✓
Hydraulics	Hydraulic system	✓
Frame, Members, Shields, Miscellaneous	Frame, telescopic boom and tool carrier	✓
Operator platform	Monitors	✓
	Controls	✓
	Operator Station (Cab, Platform)	✓

Fendt Swaths 12545/14055 PRO		
Three-point block	Hitch without wearing parts	✓
Frame	Main frame, intermediate carrier, pivoting carrier, support tubes, panels, protection without wearing parts	✓
Electrical Components	Wiring, lights	✓
Hydraulic system	Hydraulic system and components without filter	✓
Transmission	Drive gears and components	✓
Rotor heads	Rotor heads complete with control arms, curved tracks, drive elements, etc. without wearing parts	✓
PTO shafts	PTO shafts without overload fuses	✓
ISOBUS system	ISOBUS system and its components, without ISOBUS retrofit kit	✓
Brakes	Brake system and its components without wearing parts	✓
Chassis	Road and rotor chassis without wearing parts, including wheel hubs and rims	✓

FENDT mowers SM 8312 TL-KC/RC-B 9314TL-KCB ISOBUS		
Three-point block	Break-back, without wearing parts	✓
Frame	Main frame, intermediate carrier, pivoting carrier, support tubes, panels, protections without wearing parts	✓
Electrical Components	Wiring, lights	✓
Hydraulic system	Hydraulic system and components without filter	✓
Transmission	Drive gears and components	✓
PTO shafts	PTO shafts without overload fuses	✓
Conditioner	Conditioner without wearing parts	✓
Conveyor belts	Conveyor belts without wearing parts	✓
Cutter bed	Cutter bed, drives, without wearing parts	✓
ISOBUS system	The ISOBUS system and its components, without ISOBUS retrofit kit	✓

Tigo loading wagons		
Power Train	Transmission shaft without overload/slip clutch	✓
	Main drive without the T gearbox, spur gears and dog clutches	✓
	Pick-up drive without drive chains	✓
	Metering roller drive without drive chains	✓
	Wing assembly without cam disk, control lever and fork	✓

Tigo loading wagons		
	Plough without pocket and chain wheels	✓
Electrical	Electrical Systems and Components	✓
	Hand-held device	✓
Hydraulics	Hydraulic system and components	✓
Chassis	Axis unit including axles	✓
Frame, structure, panels	Chassis frame front and rear without scraper floorboards	✓
	Drawbar without positive steering linkage	✓
	Shields without left-side and right-side protection	✓
	Complete green fodder structure without rear panel and load compartment cover	✓
Crop flow load	Pick-up without swivel plates, spring tines and brushing plates	✓
	Rotor without rotor tines	✓
	Knife frame without bending spring, knife holder, knife shaft and knife	✓
	Touch roller in the centre of the cab without front and rear pivoting frame	✓
	Gauge wheels pick up without wheel fork and linkage	✓