

UNISERV EQUIPMENT SERVICE PLAN

SCOPE OF SERVICE PLAN

- 1.1 The purchase price of any Covered Product **INCLUDES THE COST OF A 3 YEAR OR 2000 HOUR SERVICE PLAN, WHICHEVER OCCURS FIRST**, which will cover the Owner for costs incurred in the servicing of the Owner's Covered Product at an authorised and participating Servicing Dealer on such terms as set out herein.
- 1.2 This service plan provides the Owner with the ability to service the Covered Product at the specified hourly intervals in order to ensure that the Covered Product is kept in efficient running order and to help avoid unscheduled service and repair work.

2 DEFINITIONS

| TERM | DEFINITION/ EXPLANATION |
|-------------------------|---|
| Covered Product | All new John Deere self-propelled tractors, combine harvesters, and sprayer agricultural equipment are covered by this service plan unless specified otherwise by AFGRI. Only Covered Product sold after the implementation date of the service plan option by the Servicing Dealer will be covered by this service plan. |
| Effective date | 1 January 2017. |
| Owner | The owner of the John Deere Covered Product. |
| Plan provider | AFGRI Equipment, a division of AFGRI Operations (Pty) Limited, Registration Number: 1995/005872/07, located at: 12 Byls Bridge Boulevard Highveld Ext 73 Centurion, 0157. |
| Servicing Dealer | The provider of this service plan through its authorised AFGRI Equipment John Deere Dealership/distributor network. |
| Service period | Either 3 years or 2000 hours, whichever parameter comes first. |
| UNIGRO | Unigro Insurance Brokers (Pty) Limited, Registration Number: 2004/005030/07, this service plan administrator located at: 12 Byls Bridge Boulevard Highveld Ext 73 Centurion, 0157. |

3 WHAT THE SERVICE PLAN COVERS

- 3.1 This service plan covers (only) all maintenance services required at specified hourly intervals on all parts, labour, lubricants as stipulated in the AFGRI Equipment John Deere Service Guideline Procedure Manual (excluding any parts, lubricants or labour covered by the manufacturer's warranty) and other minor related incidental costs relating to the hourly AFGRI Equipment John Deere Dealer/Distributor service specifications.
- 3.2 Parts will be replaced with genuine John Deere parts and may be new or remanufactured.

4 WHAT THE SERVICE PLAN DOES NOT COVER

- 4.1 The service plan does not cover:
- 4.1.1 **ANY TRAVEL OR DISBURSEMENTS NECESSARY TO CONDUCT THE SERVICES;**
 - 4.1.2 **PARTS AND COMPONENTS ORIGINALLY COVERED BY THE MANUFACTURER'S WARRANTY;**
 - 4.1.3 **ANY COSTS TO REPAIR ANY PRODUCT SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS, DEMONSTRATION MODELS, ETC;**
 - 4.1.4 **PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY THE OWNER DURING THE COVERED PRODUCT'S LIFE;**
 - 4.1.5 **DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, INTRODUCTION OF FOREIGN OBJECTS INTO THE COVERED PRODUCT, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT, FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;**
 - 4.1.6 **EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, LIGHTNING, POWER SURGE, WINDSTORM, SAND, DIRT, HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;**
 - 4.1.7 **LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;**
 - 4.1.8 **INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS SERVICE PLAN, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT THE SERVICING DEALER FOR REPAIR SERVICE OR OTHERWISE AWAITING PARTS;**
 - 4.1.9 **FAILURES THAT OCCUR OUTSIDE OF THE REPUBLIC OF SOUTH AFRICA;**
 - 4.1.10 **NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, SCRATCHES, PEELING AND DENTS;**
 - 4.1.11 **UNAUTHORIZED REPAIRS AND/OR PARTS;**
 - 4.1.12 **ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;**
 - 4.1.13 **BATTERY LEAKAGE; AND**
 - 4.1.14 **FAILURE AS A RESULT FROM RUST COVERED PRODUCT OR PART.**
- 4.2 Any services after the expiry of the service period will be for the Owner's own cost.

5 SERVICE PERIOD

- 5.1 This service plan indemnifies the Owner of the Covered Product for the costs of scheduled maintenance services **UP TO AND INCLUDING 2000 HOURS OR 3 YEARS OF UTILISATION, WHICHEVER OCCURS FIRST**. Any attempt to manipulate the hours recorded on the tractor odometer will nullify this service plan.
- 5.2 In the event that the Covered Product is being serviced by the Servicing Dealer when this service plan expires, the term of this service plan will be extended until the covered repair has been completed.

6 SPECIFIC CONDITIONS APPLICABLE TO THE SERVICING OF COVERED PRODUCT

- 6.1 The Owner must contact the Servicing Dealer to receive pre-authorisation for the required maintenance services to take place.
- 6.2 **A MAINTENANCE SERVICE REQUEST BY THE OWNER FOR A SPECIFIC SERVICE INTERVAL MUST BE MADE TO THE SERVICING DEALER AT LEAST 50 HOURS PRIOR TO OR 50 HOURS AFTER THE SPECIFIED SERVICE INTERVAL.**
- 6.3 **ANY MAINTENANCE SERVICE REQUESTS WILL BE REJECTED AND THE COSTS OF SERVICE WILL NOT BE COVERED BY THIS SERVICE PLAN IF THE REQUEST FOR MAINTENANCE SERVICES IS NOT MADE WITHIN THE TIME PERIODS SPECIFIED IN CLAUSE 6.2 ABOVE.**

7 TRANSFERABILITY OF SERVICE PLAN

This service plan is transferable with ownership of the Covered Product to the new owner, provided the transfer of ownership in the Covered Equipment is registered to the new owner by UNIGRO.

8 LEGAL JURISDICTION

This service plan is subject to the laws of the Republic of South Africa whose courts shall have the sole jurisdiction.

9 LIMIT OF LIABILITY

THE LIMIT OF LIABILITY UNDER THIS SERVICE PLAN WILL BE THE COST OF THE AUTHORIZED REPAIRS OR REPLACEMENT FOR THE SPECIFIC SERVICE INTERVAL IN QUESTION.

10 TERMINATION

- 10.1 This service plan provider shall be entitled, without prejudice to its other rights in law, to terminate this service plan at any time by giving written notice to the Owner to that effect if the Owner commits, suffers or permits a breach of any of the terms contained in this service plan.
- 10.2 **SHOULD THE COVERED PRODUCT UNDER THIS SERVICE PLAN BECOME INVOLVED IN AN ACCIDENT OR BECOME IRRECOVERBLE OR STOLEN AND THE COVERED PRODUCT CANNOT BE RESTORED TO PROPER USE, THEN THIS SERVICE PLAN SHALL AUTOMATICALLY TERMINATE.**
- 10.3 If the Plan provider cancels this service plan for any reason and such cancelation is disputed by the Owner, then the Plan Provider shall, pending the determination of such dispute, continue to abide by its obligations with regard to the Covered Product in terms of this service plan.

11 FORCE MAJEURE

If either party is prevented from carrying out any of its obligations as a result of an act of God, strikes, fire, riot, war, embargoes, international restrictions, any order of any international court, any requirements of any authority or other competent local authority, or any other circumstances whatsoever which are not within the reasonable control of the party, such party will be deemed to have been released from its obligations to perform under this service plan to the extent that for so long as it is so prevented from performing and to such extent, this service plan will be deemed to have been suspended for the period concerned, provided that written notice of such inability to perform shall be given by such party to the other. The party claiming force majeure will give notice to the other party as soon as the force majeure ceases to exist.

12 COMPLAINTS PROCESS

- 12.1 Any complaints pertaining to service delivery needs to be addressed directly with the specific Servicing Dealer at which the service has taken place.
- 12.2 Should the Servicing Dealer fail to respond satisfactorily to the complaint within a reasonable time frame, the Owner can elevate the complaint to AFGRI's Head Office.

13 GENERAL CONDITIONS

- 13.1 This Plan is not renewable. There shall be no obligation on the Plan provider to renew this service plan upon the expiry of the Service period.
- 13.2 All notices must be in writing addressed to the respective domiciliums. No form of postal mail correspondence will be accepted.
- 13.3 The Owner of the Covered Product must allow reasonable accessibility to the Covered Product in order for the maintenance services to be conducted, if the services have been requested to take place at the Owner's place of work/residence.
- 13.4 This service plan is only available for services to be performed within the borders of the Republic of South Africa and only in the areas of responsibility that fall within the ambit of AFGRI and its dealer/distribution networks operations.
- 13.5 **ALL SERVICES HAVE TO BE PERFORMED BY AN AUTHORISED SERVICING DEALER, OTHERWISE THIS SERVICE PLAN AUTOMATICALLY CEASES/IS TERMINATED.**