



Effective 06/25/2012

**Harvest Guard Coverage  
For Geringhoff Agricultural Products  
(US & CANADA ONLY)**

**A. GENERAL PROVISIONS** – With respect to purchasers in the United States and Canada, Harvest Guard means Harvest Guard L.L.C. and Geringhoff means Geringhoff Manufacturing, L.L.C. or Geringhoff Distribution L.L.C. The coverage described below (Coverage) is provided by Harvest Guard and covers machines produced by Geringhoff, (“Equipment”). This Coverage applies only to Equipment intended for sale in Canada and the U.S. For Equipment to be eligible for Coverage all performance and/or maintenance standards outlined by the Manufacturer in published service bulletins, complimentary upgrades or recall requirements must have been completed. The Equipment must be registered with warranty coverage when initially retailed as per the terms of the Geringhoff Limited Warranty and before Harvest Guard Coverage can be secured and valid proof of purchase issued. Equipment must be registered with Harvest Guard within 90 days of the Geringhoff warranty in-service date if Coverage is not purchased directly with Harvest Guard. Failure to register Equipment with Geringhoff and Harvest Guard within specified terms will void Coverage. Harvest Guard will repair or replace, at its option, any part covered by this policy which is found to be defective in material or workmanship during the applicable Coverage term. Repair service must be performed by a dealer or service center located in Canada or the U.S., and authorized by Geringhoff to sell and/or service the type of Equipment involved (the “Authorized Dealer”). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by Geringhoff or Harvest Guard. Service will be performed without charge to the purchaser for parts and labor where approved, however the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer’s place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under this Coverage. This Coverage is transferable to subsequent owners of the Equipment subject to payment of the Transfer Fee and approval by Harvest Guard.

**B. WHAT IS COVERED** – Subject to paragraph A and C, all parts of any Equipment are covered for the term specified. The term begins on the date of expiration of the original Geringhoff Limited Warranty of the Equipment and lasts until the end of the 60<sup>th</sup> month following start date of the original Geringhoff Limited Warranty. The Coverage includes (but is not limited to); row unit gear boxes, driveline gear boxes, plastic components, frame materials and weldments, hydraulic systems, auger drive chains, lighting, augers, bearings & electrical monitors.

**C. (I) ITEMS COVERED SEPARATELY** – (1) Any equipment that is not supplied directly by Geringhoff shall not be covered. This equipment might include (but not be limited to), Headsight auto header height control.

**(II) WHAT IS NOT COVERED** – Harvest Guard IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Any Equipment that has been altered or modified in ways not approved by Geringhoff or Harvest Guard or with custom modifications not performed by an authorized Geringhoff dealer or authorized Geringhoff representative or Equipment which has been modified with replacement parts not manufactured or supplied by Geringhoff, (2) Depreciation or damage caused by acts of God, war or insurrection, terrorism, normal wear, lack of reasonable and proper maintenance, failure to follow operating recommendations, misuse, lack of proper protection during storage, vandalism, the elements, collision or accident; This exclusion applies specifically to any components which the Equipment operator has been deemed to have allowed to engage without sufficient lubrication or without sufficient refreshments and changes of lubrication as specified in the Equipment Operators Manual. (3) Normal maintenance parts and/or service, including but not limited to cutting components, chains, standard wear items or potentially, poly components such as dividers and bonnets which have been deemed to have suffered damage by impact or excessive ground engagement.

**D. SECURING SERVICE** – To secure Coverage the purchaser must, (1) report the Equipment defect to Harvest Guard or an Authorized Dealer within 30 days of the first notice of defect and request coverage within the applicable term; (2) present evidence of the Coverage start date with valid proof of purchase, (3) present digital photography of the defect or damaged parts prior to replacing any parts or starting any service and, (4) make the Equipment available to the Authorized Dealer within a reasonable period of time. The Authorized Dealer shall contact Harvest Guard for approval of services prior to replacing any parts or starting any service. Copies or confirmation of Equipment Coverage is available by contacting Harvest Guard.

**E. DEDUCTIBLE-** Claims made against the Harvest Guard Coverage are subject to a \$100 deductible payment which shall be paid to the Authorized Geringhoff Dealer upon completion of repairs.

**F. DEALER LABOR RATE AND REIMBURSEMENT-** Subject to paragraph D, Dealers are compensated at their currently prevailing standard labor rate subject to any flat rate hour allotments as specified in the current Geringhoff Flat Rate repair guide. Dealers shall be eligible to claim current published Geringhoff retail rates on replacement parts.

**G. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION** - To the extent permitted by law, neither Harvest Guard nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by this Coverage other than those set forth above.

HARVEST GUARD OFFERS NO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO OR OF THE EQUIPMENT. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OF PERFORMANCE OF ANY EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, HARVEST GUARD OR ANY COMPANY AFFILIATED WITH HARVEST GUARD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES..

**H. NO DEALER WARRANTY** –THE DEALER DOES NOT HAVE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF HARVEST GUARD, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS COVERAGE IN ANY WAY.

**I. Transfer Of Coverage-** Coverage on the Equipment shall be transferable to subsequent owners of the equipment subject to the following conditions. Within 30 days of sale, the original or subsequent owner of the Equipment, or the Authorized Geringhoff Dealer who accepts the Equipment as trade or acquires it by effect of sale or transaction of any type and resells the Equipment to a new retail owner, shall contact Harvest Guard and provide notice of the transfer and remit a transfer fee of \$100 to Harvest Guard. This fee shall be made online with approved credit card or by printing the transfer documents available at harvestguard.com, executing and submitting same along with a \$100 check by mail (made payable to Harvest Guard) with postmark, no later than 30 days after the first day of sale to the new retail owners of the Equipment.