

Cub Cadet[®]

EXTENDED WARRANTY

TERMS AND CONDITIONS



EXTENDED

WARRANTY

DEFINITIONS

- A. "Obligor", "Provider", "We", "Us" and "Our" mean the company obligated under this Agreement, which is Extend Warranty Services Corporation, 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707 except in Florida, Oklahoma, and Washington where it is Extend Protection Corporation, 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707.
- B. "You" and "Your" mean the purchaser of the Covered Product(s) and any authorized transferee/ assignee of the purchaser.
- C. "Servicing Dealer" means the entity selling the Covered Product or responsible for completing Your authorized repairs.
- D. "Administrator" means the entity that is responsible for claims and servicing, which is Extend, Inc., 2701 Sunset Ridge Dr #602, Rockwall, TX 75032, (877) 248-7707.
- E. "Covered Product" means the consumer equipment which is covered by this Agreement and as listed on Your sales receipt.
- F. "Customer Service" is Cub Cadet LLC, P.O. Box 368022 Cleveland, OH 44136-9722, (877) 428-2349 www.cubcadet.com, the entity responsible for assisting You with Your Covered Product and filing a claim with the Administrator.
- G. "Agreement" means the terms, conditions, limitations and exclusions of the Cub Cadet Extended Warranty, including the sales receipt.

CUB CADET EXTENDED WARRANTY

(A) Term: For the Cub Cadet Extended Warranty, the term of Your Agreement is effective immediately upon the expiration of the shortest portion of the manufacturer's original written parts and labor warranty and continues for 24 months thereafter.

(B) Coverage: Through the Administrator, We will pay labor and repair or replacement parts in the event Your Covered Product fails to operate as a result of a mechanical or electrical failure caused by defects in workmanship and/or materials not otherwise covered by the manufacturer. Parts will be replaced with genuine Cub Cadet parts and may be new or remanufactured. If genuine Cub Cadet parts are not available, aftermarket parts may be used. If the Covered Product cannot be repaired, if the cost of the repair exceeds the original purchase price of the Covered Product, or if parts are not available, at Our sole discretion, the Covered Product will be replaced with a product with equal or similar features and functionality.

(C) Limit of Liability: The limit of liability under this Agreement is the least of the cost of (1) the purchase price of the Covered Product excluding tax and delivery costs; or (2) authorized repairs, not to exceed the purchase price of the Covered Product; or (3) replacement of the Covered Product with a product with equal or similar features and functionality. Upon replacement, there is no longer any obligation for the replaced product under this Agreement. **THE TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE COVERED PRODUCT UNDER ANY CIRCUMSTANCE.**

(D) File a Claim: To obtain service on the Covered Product, contact the Cub Cadet Servicing Dealer where you purchased Your Covered Product. If You are unable to reach Your Cub Cadet Servicing Dealer, You may contact Customer Service. Please Note: You are responsible for the cost to transport the Covered Product for service. We will not pay for any mechanical repairs or diagnostic work on any failure not covered under this Agreement. You will be responsible for any charges related to failures not covered by this Agreement, or repair work that is unrelated to the covered failure. Claims on unauthorized repairs may be denied. If You should have any questions about the Cub Cadet Extended Warranty, please contact the Administrator at (877) 248-7707.

Service Deliverables: There is no deductible required to obtain service for Your Covered Product.

WHAT IS NOT COVERED

- A. PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY;
- B. ITEMS THAT ARE STILL COVERED BY THE MANUFACTURER'S WARRANTY, REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY;
- C. PERIODIC CHECKUPS AND/OR PREVENTATIVE MAINTENANCE AS DIRECTED BY THE MANUFACTURER;
- D. INHERENT PRODUCT DEFECTS THAT ARE THE RESPONSIBILITY OF THE MANUFACTURER OR PARTS FAILURE DUE TO A MANUFACTURER'S RECALL;
- E. ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT;
- F. PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR AND ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY THE PURCHASER DURING THE COVERED PRODUCT'S LIFE, INCLUDING BUT NOT LIMITED TO BATTERIES, BEARINGS, LIGHT BULBS, FILTERS, FLUIDS, BLADES, BELTS, HOSES, SPARK PLUGS, SEATS, CV BOOTS, ETC.;
- G. DAMAGE FROM ACCIDENT, ABUSE, MISUSE, MISHANDLING, UNAUTHORIZED MODIFICATIONS OR ALTERATIONS TO A COVERED PRODUCT OR FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS;
- H. EXTERNAL CAUSES INCLUDING THIRD PARTY ACTIONS, FIRE, THEFT, INSECTS, ANIMALS, EXPOSURE TO WEATHER CONDITIONS, LIGHTNING, POWER SURGE, WINDSTORM, SAND, DIRT,

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HAIL, EARTHQUAKE, FLOOD, WATER, ACTS OF GOD OR CONSEQUENTIAL LOSS OF ANY NATURE;

I. LOSS OR DAMAGE CAUSED BY WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, PANDEMIC, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT, OR CIVIL COMMOTION;

J. INCIDENTAL, CONSEQUENTIAL OR SECONDARY DAMAGES OR DELAY IN RENDERING SERVICE UNDER THIS AGREEMENT, OR LOSS OF USE DURING THE PERIOD THAT THE COVERED PRODUCT IS AT THE SERVICING DEALER FOR REPAIR SERVICE OR OTHERWISE AWAITING PARTS;

K. ANY PRODUCT CURRENTLY OR PREVIOUSLY USED IN A COMMERCIAL SETTING OR ON A RENTAL BASIS;

L. FAILURES THAT OCCUR OUTSIDE OF THE 50 STATES OF THE UNITED STATES OF AMERICA AND THE DISTRICT OF COLUMBIA, INCLUDING FAILURES THAT OCCUR IN U.S. TERRITORIES (E.G. GUAM, PUERTO RICO OR THE U.S. VIRGIN ISLANDS);

M. NONFUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS, KNOBS, ROLLERS, BASKETS, SCRATCHES, PEELING AND DENTS;

N. UNAUTHORIZED REPAIRS AND/OR PARTS;

O. COST OF INSTALLATION, SET-UP, DIAGNOSTIC CHARGES, REMOVAL OR REINSTALLATION OF THE COVERED PRODUCT, EXCEPT AS PROVIDED HEREIN;

P. ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT;

Q. ANY LOSS OTHER THAN A COVERED FAILURE OF THE COVERED PRODUCT;

R. SERVICE WHERE NO PROBLEM CAN BE FOUND;

S. FAILURES WHICH ARE NOT REPORTED WITHIN THE TERM OF THIS AGREEMENT;

T. BATTERY LEAKAGE;

U. FAILURE AS A RESULT FROM RUST OR CORROSION ON ANY COVERED PRODUCT OR PART;

V. FEES OR CHARGES RELATED TO DISPOSAL OF ENVIRONMENTALLY UNSAFE MATERIALS, INCLUDING BUT NOT LIMITED TO, REFRIGERANT RECOVERY AND / OR REPLACEMENT, DISPOSAL OF CONTAMINATED REFRIGERANTS AND / OR OILS, AND RELATED MATERIALS AND ENVIRONMENTAL FEES;

W. DAMAGE TO MOWING DECKS CAUSED BY SAND ABRASION OR VIBRATION RELATED TO AN UNBALANCED BLADE; AND

X. MODIFICATIONS TO MEET CHANGES IN FEDERAL, STATE, OR LOCAL CODES AND REGULATIONS.

CONDITIONS

A. Maintenance Requirements: You must maintain the Covered Product in accordance with the service requirements set forth by the manufacturer. Please see your Owner's Manual for more specific guidance.

B. Renewal: This Agreement is not renewable.

C. Transferability: This Agreement is transferable by the original purchaser for the balance of the Cub Cadet Extended Warranty period. There is no charge to transfer this Agreement. The Cub Cadet Extended Warranty for the Covered Product may be transferred by mailing information to the Administrator, including the Agreement number, the date of new ownership, and the new owner's name, complete address, and telephone number.

D. Territorial Limitation: The Agreement territory is limited to the United States of America, including the District of Columbia, only. It does not include any Canadian or U.S. Territories including Guam, Puerto Rico, or U.S. Virgin Islands.

E. Subrogation: If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived. We shall recover only the excess after You are fully compensated for Your loss.

F. Arbitration: This Agreement requires binding arbitration if there is an unresolved dispute between You and Us concerning this Agreement (including the cost of, lack of or actual repair or replacement arising from a failure). Under this Arbitration provision, You give up your right to resolve any dispute arising from this Agreement by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the failure occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this Agreement. The laws of the state of Delaware

(without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement and all transactions contemplated by this Agreement, including, without limitation, the validity, interpretation, construction, performance and enforcement of this Agreement.

G. Cancellation: You may cancel this Agreement for any reason at any time by contacting the Administrator at support@extend.com or (877) 248-7707. If this Agreement is cancelled within sixty (60) days of the Agreement purchase date You will receive a full refund less any paid claims. If this Agreement is cancelled after sixty (60) days from the Agreement purchase date, but prior to the Agreement effective date, You will receive a full refund, less an administrative or cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement purchase price, whichever is less. If this Agreement is cancelled after sixty (60) days from the Agreement purchase date and after the Agreement effective date, You will receive a prorated refund, less an administrative fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement purchase price, whichever is less, and less any claims paid. We may not cancel this Agreement except for fraud, material misrepresentation or non-payment by You. Notice of such cancellation will be in writing and will be mailed to Your last known address at least thirty (30) days prior to cancellation. Notice of cancellation shall contain the reason for cancellation and the effective date of cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium, less any claims costs. If We cancel prior to the Agreement effective date, You will receive a full refund.

H. Entire Agreement: This is not a contract of insurance; it is a service contract. This is the entire Agreement between You and the Obligor, and no representation, promise or condition not contained herein shall modify these items. Our obligations to perform under this Agreement are insured by a policy of insurance issued by Continental Casualty Company, 151 N. Franklin St., Chicago, IL 60606, (800) 262-2000. In Washington, this Agreement is guaranteed under a service contract reimbursement policy issued by The Continental Insurance Company, 151 N. Franklin St., Chicago, IL 60606, (800) 262-2000. In the event We cease to operate, become bankrupt or fail to pay or provide service on a covered claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer by mailing Your claim along with a copy of Your Agreement and sales receipt to the address listed above.

STATE DISCLOSURES / REQUIREMENTS

If this Agreement was purchased in one of the following states, the Agreement is amended to comply with the following state requirements and disclosures.

Alabama, Arkansas, Colorado, Hawaii, Massachusetts, Maryland, Maine, Minnesota, Missouri, New Jersey, Nevada, South Carolina, Wisconsin, & Wyoming: If You cancel this Agreement within sixty (60) days of the Agreement purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

Alabama: The ARBITRATION section is amended as follows: "Agreements purchased in the state of Alabama shall be governed by the laws of Alabama. References to the state of Delaware are replaced with Alabama".

Arizona: Exclusion E of the WHAT IS NOT COVERED section is deleted. The arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Avenue, Suite 102, Phoenix, AZ 85007-2624, ATTN: Consumer Affairs. We shall not provide coverage only for those specifically listed items and conditions in the WHAT IS NOT COVERED section.

Cancellation – any applicable administrative fee shall not exceed the lesser of ten percent (10%) of the purchase gross amount You paid for this Agreement, or \$25.00, whichever is less.

Arkansas: Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions.

California: You may cancel this Agreement for any reason, including, but not limited to, the Covered Product covered under this Agreement being sold, lost, stolen or destroyed. If You cancel within sixty (60) days of the date the Agreement is received, You will receive a full refund. If You cancel after sixty (60) days from the date You receive this Agreement, but prior to the effective date, You will receive a full refund, less an administrative fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement purchase price, whichever is less. If You cancel after the effective date of this Agreement, You will receive a prorated refund, less an administrative fee of twenty-five dollars (\$25) or ten percent (10%) of the Agreement purchase price, whichever is less, and less any claims paid. If You cancel this Agreement within sixty (60) days of the date the Agreement is received, a 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us.

In no event will claims incurred or paid be deducted from any refund.

Connecticut: In the event You are unable to resolve a dispute with the Obligor, You may contact the State of Connecticut, Insurance Department, PO Box 816, Hartford, CT, 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product and a copy of this Agreement. You may cancel this Agreement for any reason, including, but not limited to, the Product covered under this Agreement being sold, lost, stolen or destroyed. If Your Agreement expires during the time of an approved repair or replacement, this Agreement is extended until the repair or replacement has been completed.

Florida: The rate charged for this Agreement is not subject to regulation by the Florida Office of Insurance Regulation. Arbitration is non-binding the State of Florida. The Florida license number of the Obligor is 49935. Arbitration proceedings shall be conducted in the county in which the consumer resides.

Georgia: In the event of cancellation, the administrative fee shall be twenty-five dollars (\$25) or ten percent (10%) of the prorated refund amount, whichever is less. In no event will claims incurred or paid be deducted from any refund. The arbitration provision is stricken in its entirety. This contract will be interpreted and enforced according to the laws of the state of Georgia. Exclusion E of the WHAT IS NOT COVERED section is deleted and replaced with the following: "ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD BE KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT".

Indiana: Your proof of payment to the issuing vendor for this Agreement shall be considered proof of payment to the insurance company which guarantees Our obligation to You. This Agreement is not insurance and is not subject to Indiana insurance law. Arbitration is not mandatory and is non-binding in the State of Indiana. Arbitration proceedings shall be conducted in the county in which the consumer resides.

Maine: Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions.

Maryland: This Agreement is extended automatically when We fail to perform the services under the Agreement. This Agreement does not terminate until the services are provided in accordance with the terms of the Agreement.

Minnesota: In no event will claims incurred or paid be deducted from any refund.

Mississippi: The arbitration provision is stricken in its entirety.

Missouri: Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions.

Nevada: CANCELLATION – If this Agreement is canceled, no Cancellation Fee shall apply. In no event will claims paid or pending be deducted from any refund. If You cancel/return this Agreement to Us within the full refund period, and no claims have been made, a ten percent (10%) penalty, based upon the Agreement purchase price, for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid shall be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Agreement to Us. If You are not satisfied with the manner in which the Provider is handling Your claim under this Agreement, You may contact the Division of Insurance by calling (888) 872-3234. EXCLUSION of the WHAT IS NOT COVERED section is amended as follows: "THIS AGREEMENT WILL NOT COVER ANY UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATIONS TO THE COVERED PRODUCT, OR ANY DAMAGES ARISING FROM SUCH UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATIONS. HOWEVER, IF THE COVERED PRODUCT IS MODIFIED OR REPAIRED IN AN UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MANNER, WE WILL NOT AUTOMATICALLY SUSPEND ALL COVERAGE. RATHER, THIS AGREEMENT WILL CONTINUE TO PROVIDE ANY APPLICABLE COVERAGE THAT IS NOT RELATED TO THE UNAUTHORIZED OR NON-MANUFACTURER-RECOMMENDED MODIFICATION OR ANY DAMAGES ARISING THEREFROM, UNLESS SUCH COVERAGE IS OTHERWISE EXCLUDED BY THE TERMS OF THIS AGREEMENT".

New Hampshire: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, (603) 271-2261. The arbitration provision is stricken in its entirety.

New Mexico: If You cancel this Agreement within sixty (60) days of the Agreement purchase date, a 10% penalty for each thirty-day period or portion thereof that the refund and any accrued penalties remain unpaid will be added to a refund that is not paid or credited within sixty (60) days after return of the Agreement to Us.

New York: If You cancel this Agreement within sixty (60) days of the Agreement purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us.

North Carolina: We may cancel this Agreement only for non-payment of the purchase price of the Agreement or a direct violation of the Agreement by You.

Oklahoma: Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma. Oklahoma license number: 514801679.

Oregon: The ARBITRATION section is deleted and replaced with the following: "If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Oregon and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties".
Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions.

South Carolina: If You have any questions regarding regulation of this Agreement, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (800) 768-3467. Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions.

Texas: The service contract Administrator is Extend, Inc. License # 292. If You have any questions regarding the regulation of the Agreement Provider/Obligor or a complaint against the Provider/Obligor, You may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Agreement is returned to the Provider. These provisions apply only to the original purchaser of the Agreement. If this Agreement is cancelled within sixty (60) days of the Agreement purchase date, You will receive a full refund less any claims paid under the contract. If You cancel this Agreement, a 10% penalty per month will be added to a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

Utah: This service Agreement or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The contract purchase price is payable, in full, at the time of purchase. The arbitration provision is stricken in its entirety. In the event We cease to operate, become bankrupt or fail to pay or provide service on any claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer by mailing Your claim along with a copy of Your Agreement and sales receipt to the address listed above. Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions. Cancellation is amended as follows: We may only cancel this Agreement for non-payment, material misrepresentation, substantial change in risk, or substantial breaches of contractual duties. Cancellation is effective no sooner than 30 days after the delivery or first class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. Notice of cancellation shall state the reason and effective date of cancellation.

Vermont: The arbitration provision is stricken in its entirety.

Virginia: If any promise made in this Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

Washington: If You cancel this Agreement within sixty (60) days of the Agreement purchase date, a 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us. The Commissioner is the Agreement Provider's attorney to receive service of legal process in any action, suit, or proceedings in any court. The State of Washington is the jurisdiction for any civil action in connection with this Agreement. Arbitration proceedings will be held at a location in closest proximity to the Agreement Holder's permanent residence. You may file a claim directly with the Insurance Company at any time. Emergency Repairs: If in an emergency situation You are unable to reach the Administrator, You may proceed with repairs. The Administrator will reimburse You or the Servicing Dealer in accordance with the Agreement provisions.

Wisconsin: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** If You cancel/return this Agreement within the full refund period and no claims have been made, a ten percent (10%) penalty of the outstanding amount will be added to the refund if it is not paid or credited within forty-five (45) days after the return of this Agreement to Us. If You request cancellation due to a total loss of the Covered Product which is not covered by a replacement under the terms of Your Agreement, Your refund will be one hundred percent (100%) of the unearned pro-rata Agreement purchase price, less claim paid. The ARBITRATION section is deleted and replaced with the following: "If a settlement for a claim dispute cannot be reached, the parties may elect arbitration by mutual agreement at the time of the dispute after the claimant has exhausted all internal appeals and can be binding by consent of the Agreement holder. Arbitration will take place under the laws of the State of Wisconsin and will be held in the Agreement holder's county of residence or any other county in this state agreed to by both parties".

Wyoming: The ARBITRATION section is deleted and replaced with the following: "At the time of any dispute the parties may voluntarily agree to submit their matters of difference to arbitration in a separate written agreement. Any arbitration proceedings shall be conducted within the state of Wyoming".

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If Cub Cadet part(s) are not available, aftermarket parts will be used.

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