

# Cross Implement Inc Terms & Conditions

## Equipment Purchase Agreement Terms & Conditions

This Equipment Purchase Agreement is binding for all equipment purchases from Cross Implement. Product features are based on published information at the time of publication. Product features are subject to change without notice. Approximate hours are listed as displayed on equipment at time of listing and are subject to change, verification is available upon request. Horsepower ratings are for comparison purposes only and are estimates. Equipment is sold as-is, where-is condition with all faults. Dealer Makes No Representation Regarding the Condition and Has No Obligation to Repair any Damage, Defect, Wear or Otherwise Remedy Any Matter Affecting the Condition of the Equipment. Buyers Should Inspect Equipment Prior to Purchase, Verify Hours & Features and Evaluate Condition, as Opinions Can Vary. Units have been statically inspected and have not been operated in the field and no assertion as to the functionality or fitness of/for use of the product is made. The dealer is held harmless from any delays, downtime, or crop losses and from any losses associated with the equipment. Dealer makes no representation or warranties whatsoever express or implied. Manufacturer warranty applies as applicable to equipment and parts per manufacturer's policies & approval. The manufacturer's warranty does not cover travel for mobile service or transportation to dealership.

Cross Implement provides assurance on USED equipment purchased with 20% Labor Discount and 20% JOHN DEERE Parts Discount good exclusively at the Minier location for the current use season defined as a Spring Use Ending July 1 or Fall Use Ending Jan 1. WHOLESALE equipment and TECHNOLOGY products do not qualify for discount.

As it relates to all trade-in equipment on the purchase agreement, the purchaser acknowledges and agrees:

- All known mechanical and cosmetic deficiencies have been noted on Trade-In description.
  - All payoffs have been noted and Trade-In equipment is free and clear of all liens/encumbrances.
  - Trade In/Lease Return equipment will be received in Clean Condition, otherwise subject to a \$500 Cleanup Fee.
- All Sold Equipment is FOB Minier. Customer is responsible for transportation. Referrals available upon request.

## Parts Purchases & Service\Repair Work Agreement Authorization Terms & Conditions

The undersigned hereby agrees to the terms and conditions noted below with respect to any parts purchases & service\repair work on their equipment from Cross Implement.

- This Parts Purchases & Service\Repair Work Agreement is binding on all parts purchases & service\repair work performed by Cross Implement Inc.
- Customer consents to parts purchases & service\repair work to be performed by Cross Implement Inc per this agreement.
- Consent is granted verbally, digitally or in writing for parts purchases & service\repair work and is granted by requesting parts, requesting a technician to be dispatched to the site or by physically bringing equipment to the dealership for service\repair work.
- Customer authorizes Cross Implement Inc. to bill the Customer's John Deere Revolving Account (including JD Financial) or Credit Card provided for the parts & service\repair work.
- Customer agrees to payment of all inspection, diagnostic or other fees incurred by Cross Implement Inc. in analyzing the problem even if the service/repair work is not performed by Cross Implement Inc.
- **RETURN POLICY.** Wholegoods, Equipment & Special Order Parts and electrical parts are not returnable. Twenty percent (20%) restocking fee on any other returns. Parts must be in the original packaging and returned within thirty (30) days of the invoice date.

- Equipment is statically inspected and not operated in the field and no assertion as to the functionality or fitness of/for use of the equipment is made.
- Cross Implement makes no representation regarding the condition and has no obligation to repair any damage, defect, wear or otherwise remedy any matter affecting the condition of the equipment.
- Equipment that has service\repair work may still have additional flaws and/or wear that could require further repair not covered by any warranty.
- Parts purchases and service\repair work are sold as is with no warranties except as provided by the manufacturer.
- Parts and service\repair work completed has no dealer warranty.
- Customers should inspect equipment when service\repair work is finished to review the service\repair work completed. Request a copy of inspection & work order to determine service\repair work completed.
- Genuine John Deere parts used in service\repair work carry the manufacturer's warranty related to parts & labor.
- Genuine John Deere Part Warranty are subject to manufacturer's warranty policies & approval. Customers should request a copy of the work order for a list of covered parts.
- Cross Implement Inc. will not be liable for loss, damage, costs of repairs, incidental or consequential damage of any kind, whether based upon warranty, contract, or negligence, arising in connection with the sale, use or repair of the product(s) or equipment.
- Cross Implement assumes no responsibility for loss or damage to customer equipment due to loading, unloading, transport, fire, theft, or other causes beyond its control.
- Cross Implement is held harmless from any delays, downtime, or crop losses and from any losses associated with the equipment, parts, service\repair work.
- All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Illinois.
- In the event of non-payment, customer agrees to pay all costs of the collection of the amount due, plus all reasonable attorneys' fees incurred.
- FINANCIAL TERMS. The balance of this invoice is due upon receipt. If not paid by the 10<sup>th</sup> of the following month, a Finance Charge of two percent (2%) (24% Annual Percentage Rate) will be added to the unpaid balance. Until paid in full, and any such unpaid balance shall constitute a lien on Equipment.
- COLLECTION COSTS. Upon default, you will pay for expenses incurred in connection with the enforcement of our remedies, without limitation, repossession, repair and collections costs, any attorney's fees plus court costs and related fees including any bankruptcy fees and costs, to the extent permitted by applicable law.
- The Customer & Successors, by substance of this Agreement, accept all terms and conditions hereof.
- These terms and conditions supersede and take precedence over and above all previous verbal and/or written arrangements in connection with this Agreement.
- If any portion of this agreement is stricken or deemed void by a court of competent jurisdiction, the remainder of the agreement shall be in full force and effect.
- Dealership retains the right to void purchase agreements prior to dealership acceptance.
- Customer receives ownership of product in Minier, Illinois upon execution of a perfected purchase agreement accepted by the dealership with receipt of payment in full by the dealership. No Goods will be released without payment in full. Customer is responsible for all losses and insuring unit upon ownership transfer. Dealer disclaims all liability from equipment loading and 3rd Party transportation. The seller and buyer recognize Tazewell County Illinois as the venue of the sale. No Dealership transportation available outside of Illinois.
- Equipment & Parts Not Available for Delivery into the State of California.

Dealership employees are not authorized to modify these terms in any manner.

