

AGCO Plus + Smart Rewards Program Terms and Conditions

Updated: 12/29/2016

Participants ("Members") in the AGCO Plus+ Smart Rewards Program (the "program") are subject to the terms and conditions herein. Program membership is open to all U.S. and Canadian residents (excluding all U.S. territories) AGCO Plus+ account holders where AGCO Plus+ is available, at least 18 years old or the age of majority in the Member's jurisdiction of residence, whichever is older. The terms and conditions that apply to the Program, including the terms regarding expiration of credits in the program, are determined based on the state or province the account holder resides in. The terms and conditions that apply to a card are available from the Program website (www.agcoplusmartrewards.com)

1. MEMBERSHIP:

a. AGCO Plus account owners may enroll in the Program only by completing the application process online at www.agcoplusmartrewards.com. To participate in the program, customers must first apply for, qualify for, and receive an AGCO Plus account. Customers will then need to enroll for AGCO Plus Smart Rewards program via visiting www.agcoplusmartrewards.com. Once enrolled, customers will automatically receive credit towards the Smart Rewards program through use of their AGCO Plus+ account. Only purchases made on their AGCO Plus+ account will receive program credit. Members must provide the required information to be enrolled and to be eligible for rewards. Employees of AGCO, AGCO Finance and their dependents are not eligible to participate in the Program. A dependent of an AGCO employee is defined as any person who may use that employee's AGCO Plus+ account. AGCO and AGCO Finance reserves the right to limit the number of program participants. AGCO and AGCO Finance reserve the right, in its sole discretion and without notice, to expire a Member's enrollment in the Program after twelve (12) months of account inactivity. To the extent allowed by applicable law. All accrued Credits and Reward Dollars will be lost if the membership expires or is cancelled. Issued Reward Dollars will expire based on noted expiration date on issued certificate. AGCO and AGCO Finance, in its sole discretion and without notice, reserve the right to cancel the program at any time.

2. TRANSACTION-BASED PROGRAM:

If Member enrolls in the Program via AGCO Plus Smart Rewards' online registration site for the transaction-based program, the following terms and conditions apply:

I. Participation:

a. The customer must provide their AGCO Plus+ account number at the time of purchase, and make a purchase on the account. Prior purchases are not eligible.

b. For each transaction made of AGCO Parts product in or through a participating AGCO dealership, excluding federal, state, and local taxes, shipping charges, employee discounts, non AGCO sourced product, commercial account purchases, charitable donations, core deposits, , environmental fees, returns, refunds, purchases of gift cards, and items purchased with a gift card, merchandise credits

and/or any Rewards or other awards ("qualifying purchases"), Member will receive Credit for an equivalent number of points (a "Point"). AGCO may also, at its sole discretion, provide additional bonus Points in connection with certain transactions and/or promotions. Once the Member accumulates 2500 points, the Member will receive from AGCO a reward certificate (a "Reward") for \$50 good at any participating AGCO dealership. This Reward will be mailed to the Member's address as registered in the AGCO Plus Smart Rewards system, and will be valid for a set time period as determined by the Program. Rewards may not be immediately available for use. AGCO reserves the right to change the program any time in its sole discretion without prior notice to Member. Once a Reward has been redeemed by the Member, it may not be redeemed again. Points from multiple accounts may not be aggregated unless authorized by AGCO. All Points may be expired if a Member has not accumulated sufficient purchases to earn a Reward within the relevant period of time as determined by the Program. Points remaining on a Member's account will expire at the conclusion of the Program or at the sole discretion of AGCO, whichever occurs first. If a Member returns a purchase made with a Reward, the member forfeits the Reward and a credit will be applied to the Member's AGCO Plus account. AGCO, in its sole discretion and without prior notice to Member, may change at any time and for any participating AGCO dealership or for the entire AGCO Program: (i) the point value per dollar transacted, (ii) the value of the Points earned by the Member, (iii) the number of Points needed to earn a Reward; (iv) the period of time a Member has to use Points to earn Rewards; and (v) the period of time Member has to use Rewards.

II. Points: Points have no cash value, are non-negotiable, and cannot be redeemed either in whole or in part for cash. Points do not constitute property of any member or other person and may not be brokered, bartered, attached, pledged, gifted, sold or otherwise transferred for consideration, other than by AGCO or as expressly provided for in these Program Rules, and any receipt or use of Points, in violation of the terms and conditions herein will render such Points void. Points earned are not eligible for redemption until the Member receives a Reward. Points are not capable of being combined or transferred to any other type of Program offering or award.

III. Rewards and Redemption: a. Member may redeem Rewards at participating AGCO dealers by presenting the physical Reward during a transaction. Points will be deducted from the Member's account once a Reward is issued. Points cannot be reapplied to a Member's account once a Reward is issued. Rewards are not replaceable if lost or stolen. Rewards are void if sold or exchanged for cash or other consideration or if otherwise received or used in violation of the terms and conditions herein.

3. AGCO Plus+ REWARDS ADDITIONAL TERMS AND CONDITIONS:

a. Participation in the AGCO Plus Smart Rewards Program may be revoked at any time. Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation may subject Member to Program account revocation and affect eligibility for further participation in the Program. Further, AGCO reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event Member defrauds or abuses the Program, fails to follow any terms of the Program, or makes any misrepresentation to AGCO. Program purchases, as reflected in AGCO records, shall be deemed correct and AGCO reserves the right to determine the qualification for any transaction and to correct or modify the Reward amount at any time based on AGCO records and calculation of account information. d.

AGCO is not responsible for communications, including Rewards, lost due to a change of address or other contact information. e. By becoming a member of the Program, customer agrees to receive advertising, marketing materials and other communications from AGCO and its affiliates or third party service providers, including by email. f. The Program shall be governed by the laws of the state of Delaware, without regard to its conflict of laws and principles. Further, Members in the Program submit solely to the jurisdiction of any appropriate court within the state of Delaware for adjudication of disputes arising from this Agreement. g. Program rules are void only to the extent prohibited by law. h. Taxes on Rewards may apply where required by law. Any tax liability, including disclosure, is the sole responsibility of the Member. i. From time to time, Rewards balances and values will be updated in the Program. Please check the Program website www.agcoplusmartrewards.com for the most up-to-date account balances. j. AGCO may waive compliance with these terms and conditions in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members. Notwithstanding the foregoing, AGCO's failure to exercise any of its rights under these Program Rules or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights. k. For more information about the Program and/or Member accounts email to info@agcoplusmartrewards.com

4. SPONSOR: AGCO Corporation is the exclusive sponsor of this Program.

5. TERMINATION: The Program has no predetermined termination date and may continue until such time as AGCO, at its sole discretion, elects to designate a program termination date. Members may cancel participation in the Program and/or request not to be communicated via mail or email by notifying the Program Administrator at AGCO Plus Smart Rewards, 1500 N Raddant Road, Batavia, IL 60510.

6. Limitation of liability and additional terms: by enrolling in the program and redeeming the rewards, member agrees that to the fullest extent allowed by law agco and its affiliates and subsidiaries, including agco finance llc, and its officers, directors, employees, representatives and agents (collectively, the "released parties") will have no liability or responsibility whatsoever for, and shall be held harmless by members or any person for, any liability for any injuries, losses or damages of any kind (including, without limitation, direct, indirect, incidental, special, consequential, or punitive or exemplary damages) to persons, including personal injury or death, or property arising in whole or in part, directly or indirectly, from any action taken or neglected to be taken with regard to the program, with the exception of errors in posting points to accounts. The released parties are not responsible for (a) loss or misdirection of, or delay in receiving, any membership application, correspondence, or rewards/reward certificates; (b) theft or unauthorized redemption of credits or rewards or use of a reward caused by circumstances beyond the reasonable control of us or our representatives, agents; (c) any acts or omissions of third parties (including); or (d) any errors published in relation to the program, including, without limitation, any typographical errors, errors of description, and errors in the crediting or debiting of credits from member accounts. We reserve the right to correct, without notice, any errors. In no event shall the released parties be liable to member for any delay in or failure to perform due to causes beyond our control, including, without limitation, any act of god, act of war, natural disaster, terrorism, or any act or omission of a third party. The sole remedy available to member in connection with the

program (whether the claim is based in law or equity) shall be the crediting or re-crediting to the member program account of points in an amount no greater than the number of points at issue.

Without limiting the foregoing, except as specifically provided otherwise in these program rules, everything regarding the program, including the website and the rewards, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S PARTICIPATION IN THE PROGRAM.

Neither the Program nor any Reward or benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by Members against AGCO.

Terms and conditions in Spanish are available at www.agcoplusmartrewards.com. In the event of a conflict between English and Spanish versions of these terms and conditions, the English version prevails. Términos y condiciones disponibles en www.agcoplusmartrewards.com. En el caso de un conflicto entre las versiones de los términos y condiciones en Inglés y en Español, la versión en Inglés prevalecerá.

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