



MACHINE GUARD



XTREME
ADMINISTRATION

MACHINE GUARD SERVICE CONTRACT

SCHEDULE | TERMS & CONDITIONS | COVERAGE SHEET



Machine Guard Service Contract Number:

Customer Name:

Customer Address:

Dealer Name:

Dealer Address:

Machine Model:

Serial Number :

Machine Guard Service Contract Start Date:

Machine Guard Service Contract End Date:

Total Operating Hours:

Machine Guard Service Contract Coverage Option:

Signature and Stamp of Dealer

Date of Signature

This Machine Guard Service Contract is issued by your authorised selling dealer in relation to the purchased machinery listed on the product schedule.

Please carefully read this document for full Terms and Conditions, covered Components, Limits of Indemnity and Exclusions.

Before you purchase this Machine Guard Service Contract, it is important that you read this document fully so that you understand the cover you are considering. This will assist you in making an informed choice about whether or not you should purchase this cover. This Machine Guard Service Contract provides you with a limited coverage in relation to the failure of certain parts of the listed piece of machinery during the term of this contract. This document explains how the Machine Guard Service Contract operates.

DEFINITIONS

ADMINISTRATOR

EPG Global Ltd. "the Administrator" is appointed under this contract to provide technical and administrative support in respect of this Machine Guard Service Contract.

BREAKDOWN

Shall mean any electrical, hydraulic or mechanical breakdown of a covered component shown to be due solely to defective materials or factory workmanship causing sudden and unforeseen stoppage of the functions thereof and necessitating repair or replacement before it can resume work.

CUSTOMER

Shall mean the name of the owner (or lessee where the machine is leased) of the machine named in the schedule

REPAIRER

Shall mean any Machine Guard authorised dealership.

COMPONENTS

Shall mean those parts installed in the factory or genuine manufacturer parts installed by an authorised dealer.

REPAIR/REPLACEMENT

Shall mean the usual and reasonable charges for components and/or labour to repair or replace the machine covered by this contract exclusive of any such charges as recoverable by a dealer and any part of such charge that may exceed the Limit of Indemnity for any one claim and for the aggregate of all claims that applies to this contract.

LIMIT OF INDEMNITY

The maximum liability under this contract for any one machine during the period of cover shall not exceed 100% of the current market value as defined by the Administrator in respect of any one breakdown and/or 100% of the machine value in the aggregate during the coverage period.

TERRITORIAL LIMITATIONS

This contract is restricted to the breakdown of machinery occurring in any country where Machine Guard Service Contract is active.

CUSTOMER'S RESPONSIBILITIES

OPERATION AND SERVICING

The Customer, at their own expense, must maintain, operate and service the machine covered by this contract as indicated in its operator manual. The Customer must maintain adequate records of the machine's maintenance and service history, including the use of genuine manufacturer parts.

For coverage to be operative hereunder the Customer must maintain the purchased equipment to which this contract applies in accordance with the manufacturer's service and maintenance recommendations.

Only genuine manufacturer parts and consumables are to be used. Failure to meet these obligations may result in the rejection of any claim submitted and the possible avoidance of this contract.

SERVICE AND INSPECTION

The Customer must fully service and inspect the machine covered by this contract according to the schedules and procedures laid down in the operator's manual.

REPAIRS

Authorised repairs must be performed by a Machine Guard authorised dealer. When requesting covered repairs, the Customer must present this document and, if requested, complete records of the machine's maintenance and service history/genuine manufacturer's parts purchased.

PRECAUTIONS

The Customer shall ensure that:

- a. All acts necessary to comply with any statutory obligations with regard to the machinery covered under this contract are observed;
- b. All reasonable precautions are taken to prevent any breakdown to the machinery covered under this contract.

ALTERATION OR MODIFICATION

The Customer shall inform the dealer of any proposed alterations or modifications to the machinery and/or attachments and any proposed departure from working conditions as per design intent where specified in the relevant operator's manual. In turn the dealer must inform the Administrator.

GENERAL CONDITIONS

PAYMENT OF MACHINE GUARD CONTRACT FEE

The Machine Guard Service Contract contract fee is due at the point of registration. If the fee is not paid within 30 days from the date of registration then this agreement may be revoked.

REFUND OF MACHINE GUARD CONTRACT FEE

You may cancel the Machine Guard Service Contract contract at any time and this will result in no further authorised claims being considered for the term of the product and the fee not being refundable.

REPAIR/REPLACEMENT

Subject to the terms, conditions and limitations that follow and provided that the Customer has at all times observed their responsibilities herein then a Machine Guard authorised dealer will repair or replace, as it elects, any components of the machine covered under this contract that experience a breakdown within the territorial limits during the period of cover, without charge to the Customer for parts or labour.

STATUTORY AND CONTRACTUAL RIGHTS

This contract does not preclude the Customer from exercising their contractual, legal or statutory rights as a customer of the machine retailer or their rights under the manufacturer factory Service Contract or any rights under the Australian Consumer Law (ACL).

SUBROGATION

The Administrator shall be entitled in the event of any loss to exercise, in the name and on behalf of the Customer, absolute control and settlement of any proceedings as its own expense and for its own benefit but in the name of the Customer to recover compensation or secure indemnity from any third party in respect of anything covered under this contract.

REPAIR AUTHORISATION

All repairs must be authorised by a Machine Guard approved dealership and/or the Administrator prior to being performed. Repairs undertaken without authorisation will not be covered under this contract.

The dealer and the Administrator reserve the right to undertake repairs by the means deemed most economically viable

DISMANTLING CHARGES

Any exploratory dismantling charges will only be reimbursed as part of a valid claim, such charges must be in accordance with the manufacturing time guides and codes. It is the responsibility of the Customer to authorise dismantling and to pay the charges if such dismantling proves that the work is not covered under this contract.

SAFEGUARDING MACHINERY

The Customer shall take all reasonable steps to safeguard the machine covered by this contract from loss or damage and to maintain it in an efficient condition.

SERVICING

The machine covered by this contract must be serviced in accordance with the manufacturer's recommendations and within the time of the recommended intervals.

DISPUTE

Following a denial of a claim under this contract, if any dispute should arise thereafter, the Customer may request a review of the claim by the Administrator. After such review if the Customer is still in dispute then the Customer shall submit in writing an appeal which shall be referred to the compliance department of the Administrator. Their decision is final and no further appeal will be accepted except in the case of any additional material facts coming to light. If you are still dissatisfied with the outcome, you can contact the Department or Office of Fair Trading in your State or Territory for assistance. Nothing in this procedure affects the Customer's rights at law.

REGISTRATION INFORMATION

The due observance and fulfilment of the terms and conditions of this contract by the Customer insofar as they relate to anything to be done or complied with by the Customer and the truth of the statements and answers contained in the registration and/or inspection form shall be conditions precedent to any liability of the dealer to make any payment under this contract.

OTHER GUARANTEES

A dealer shall not be liable in respect of any claim covered by any other existing Service Contract, guarantee or insurance in respect of any excess beyond the amount which is payable under such Service Contract, guarantee or insurance.

FRAUDULENT CLAIMS

If any claim is fraudulent in any respect, all benefits under this contract will be forfeited.

REPRESENTATIONS CONTRARY TO THIS CONTRACT

Neither the dealer nor the Administrator shall be liable for any statements or representation, written or verbal (by whosoever made) which contradicts the terms and conditions of this contract, unless such statement or representation is supported in writing by the Administrator on their behalf within the limits specified in the schedule of this cover.

GENERAL EXCLUSIONS

This contract does not cover:

PREVENTATIVE PROCEDURES AND RECALL COSTS

The cost of establishing preventative maintenance procedures or the cost of recall by the manufacturer of the machinery covered under this contract or any part thereof nor the cost of alterations, additions, improvements or overhauls.

CONSEQUENTIAL LOSS

Loss of use of the machinery covered under this contract or any other consequential loss, penalties for delay or detention, or in connection with guarantees of performance or efficiency, or any legal liability of whatsoever nature.

APPLICATION OF TOOLS, EXTRANEOUS DAMAGE

Any Breakdown:

- a. caused by the application of any tool or process during the course of maintenance, inspection, modification or overhaul;
- b. due to fire, lightning, explosion, extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft or attempted theft, collapse of buildings, flood inundation, escape of water from water containing apparatus, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption, or similar natural catastrophes;
- c. due to vandalism, malicious damage or similar acts;
- d. any external influences.

WEAR AND TEAR

The cost of remedying or making good or loss or damage arising out of the normal wearing out or wearing away or any part of the machinery or its degradation or the reduction in operational performance due to working stresses, abrasion, erosion or corrosion which are not attributable to defects in materials.

PRE-EXISTING FAULTS

Any breakdown where the fault(s) could be reasonably stated by a suitably qualified engineer to have existed before the commencement of the cover period.

PREVIOUS REPAIR

Any loss arising from any incomplete, ineffective or inappropriate repair.

REPEAT FAILURES

Recurring failures occurring within 500 hours or six months of one another.

TRANSPORTATION

Any costs associated with transporting the machine covered under this contract for the purpose of maintenance and or repair.

TACHOGRAPH

Any breakdown where the tachograph/hourmeter/odometer has been tampered with, altered, disconnected or is not working and has not been reported to dealer or the Administrator as required.

MANUFACTURER'S SPECIFICATION

Any loss or damage resulting from alteration or modification from the manufacturer's specification.

TRADE OWNERSHIP

Machines which are owned temporarily or otherwise (resulting from trade in or acquisition for the purpose of resale) by a business involved in the selling or servicing of the range of machinery covered by this contract.

INTENTIONAL ACTS

Any Breakdown caused by:

- a. intentional act or wilful neglect by the Customer;
- b. the imposition of abnormal conditions directly or indirectly resulting from:
 - I. Intentional overloading of covered machinery;
 - II. Experiments involving the imposition of any abnormal conditions on covered machinery.
 - III. Testing of any kind.
 - IV. Use of machine other than which the machine is intended for.
 - V. Adjustment to the machine's hydraulic settings or the machine's governing software other than stated by the manufacturer.

MAINTENANCE

- a. Any breakdown to machinery covered under this contract that has not been serviced in accordance with the manufacturer's recommended standards.
- b. Any loss or damage, which in the opinion of a qualified engineer appointed by the Administrator, was caused wholly or partially from a lack of maintenance, abuse or neglect in taking preventive steps or overloading or over revving of the machine's engine (governor seals must be intact).
- c. Expenses associated with routine maintenance and/or replacement of service items, consumable such as oils, filters, coolants and the like, and normal wear items (unless required to repair a covered defect).

BETTERMENT

Costs incurred for the betterment of the machine covered under this contract or its components.

OVERTIME CHARGES

Charges for overtime labour requested by the Customer.

REPLACEABLE PARTS, NON-STANDARD PARTS AND ADJUSTMENTS

The cost of remedying making good or replacing:

- a. Ground engaging gear/components including but not limited to metal and rubber tracks and bucket teeth.
- b. Parts subject to wear and tear or considered expendable or which may require renewal periodically under normal operational conditions including, but not confined to:
 - I. Powertrain – Filters, Rocker Cover Gaskets, Fan Belts, Drive Belts, Fans, Dry Plate Clutches, Release Bearings, Track Rod Ends, Wheel Nuts and Studs, Tubes, Track Running Gear and Track Plates
 - II. Electrics – Bulbs, Fuses, Battery(ies), Lamps, Lenses, in- cab entertainment units
 - III. Hydraulics – Filters, Hoses and Hose Clamps
 - IV. Fuel Injection – Filters, Injectors and contaminated fuel
 - V. Braking System – Discs, Friction and Counter Plates, Brake Pads (including Handbrake) and Cables (unless otherwise shown within the respective parts coverage sheets)
 - VI. Miscellaneous – Wiper Blades and Arms, Glass, Seat, Cab Trim, Seat Belts, Weather Strips, Rubber Seals, Door Gas Struts, Handles, Tyres, Locks, Hinges, Mirrors, Bodywork and Paintwork, Boom Wear pads, Pins and Bushes, Drive Belts, Air Conditioning charge/pressure, Receiver Dryers, Hose Clamps, Cab Filters, Fork Lift Mast Chains, Lift Forks, Buckets, Teeth, Side cutters, Toeplates, Tow Hitches and Tow Bars; All attachments fitted to the Dipper, Boom and Loader Arms; Boom Pads and Bolts, Paint, Cab and Canopy Fittings, glass, Door Locks, All Hoses and the like.
 - VII. Working Items – Oils, Grease, Filters, Antifreeze (unless required as a direct result of the failure of a covered part)
 - VIII. Service items and other components subject to routine maintenance or periodic repair or replacement.
- c. Any goods or parts thereof on which the manufacturer's identifiable number or marks have been removed.
- d. Any second-hand goods or parts thereof.
- e. Components not approved by the manufacturer.

- f. Any defects and/or damage attributable to an error in the assembly of goods where such goods are supplied in sections which require to be assembled.
- g. Any parts which have not failed unless, it is known good engineering practice to do so, and recommended by the manufacturer.
- h. Any adjustments, recalibration or loading/updating of software where there is no breakdown or physical part damage.

Note: The cost of any lubricant or filters necessarily required during the completion of any repair hereunder is not excluded.

EXCLUDED COMPONENTS

All components/systems NOT listed in the coverage sheet.

DUAL LIFTS

Any breakdown caused by any operation in which a load is shared between any item of machinery covered under this contract classed as a lifting plant and any other lifting equipment.

NON-STANDARD COMPONENTS

Any breakdown due to failure to comply with the manufacturer's instructions or the use of components or attachments not approved by the manufacturer.

DEFECTIVE DESIGN

Any breakdown due to defective design.

OBSOLETE PARTS

Any increase in cost above the manufacturer's last published list price for replacing a failed part which is no longer available from the OEM under their original part number.

PENALTIES

Penalties for any delay or detention, liquidated damages or any other consequential loss, damage or liability unless expressly covered by this contract.

CONTRACTUAL LIABILITY

Any liability which attaches by virtue of an agreement which would not have attached in the absence of the agreement other than as provided for herein.

WAR RISKS

Any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

TERRORIST ACTS

Loss or damage by fire or explosion directly or indirectly occasioned by or happening through or in consequence of civil commotion and/or terrorism.

For the purposes of this contract, terrorism shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence. In any action suit or other proceedings where a dealer alleges that by reason of this definition any loss or damage is not covered by this contract the burden of proving that such loss or damage is covered shall be upon the Customer.

NUCLEAR RISKS

- a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from;
 - I. Ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - II. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

SONIC BANG

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

PERIOD OF THE SERVICE CONTRACT

Any occurrence before the commencement date and after the expiry date as stated in the schedule or any loss covered by the manufacturer factory warranty.

TERMINATION OF CONTRACT

The dealer and the Administrator are relieved of their obligations under this contract if:

- a. service (other than normal maintenance and replacement of service items) is performed by someone other than a Machine Guard authorised dealer; or
- b. the machine is altered or modified in a way not approved by the manufacturer; or
- c. the machine's hour meter, tachograph or odometer has been rendered inoperative or otherwise tampered with; or
- d. the purchased equipment is not maintained in accordance with the manufacturer's recommendations and/or at an approved manufacturer repair facility.
- e. if genuine manufacturer parts and consumables are not used.

TRANSFER OF MACHINE GUARD SERVICE CONTRACT UPON RESALE

Any unexpired portion of this contract may be transferred, on one occasion, to a subsequent purchaser of the machine only if:

- a. the subsequent purchase is made before the expiry date of this contract.
- b. the machine is determined to be in satisfactory condition following an inspection performed by an authorised dealer in accordance with a dealer's instructions at the subsequent purchaser's expense; and that transfer documentation, upon forms furnished by the authorised selling dealer, are properly completed and submitted for confirmation along with the disclaimer; and
- c. written confirmation of the transfer along with an amended contract is received by the subsequent purchaser.

CLAIMS PROCEDURES

CONTACT

Contact your dealer from whom this contract was issued or any other Machine Guard Service Contract approved dealership, to organise an inspection of the machine covered under this contract to ascertain the cause of failure. Please be prepared to hand the following documents to a dealer:

- a. This contract.
- b. Proof of servicing, including the use of genuine manufacturer parts.

CAUSE ESTABLISHED

A dealer will establish the cause of the breakdown, and check that the component(s) directly causing the failure are covered by this contract.

RETENTION OF PARTS

A dealer will be obliged to retain all replaced parts, after settlement of the claim or otherwise authorised, for a maximum period of 90 days unless otherwise instructed by the Administrator.

KILOMETRES DRIVEN AND TRAVEL TIME

Costs for kilometres driven or travel time will not be reimbursed.

EXPERT ASSESSMENT

The Administrator will reserve the right to examine the machine covered under this contract and subject the damage to expert assessment before commencement of any repairs and/or replacements within 24 hours of claims notification.

It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the liability of a dealer the decision of the assessor shall be final and binding on both a dealer and the Customer.

COMPLETION OF REPAIRS

Following completion of repairs, the completed claim form, invoice, and any supporting documents (this may include this document) will be forwarded by the repairing dealer for reimbursement.

A dealer forwarding the documentation on your behalf will be deemed to have authority to receive payment direct for the cost of repair and/or replacement.

SUBMISSION TIMES

For a claim to be considered, final claim details must be submitted within 30 days of the completion date of the equipment repair.

SUMMARY OF RIGHTS UNDER THE ACL

The protection afforded to you under this Machine Guard Service Contract is in addition to and does not substitute for or reduce, the rights you have under the Australian Consumer Law (ACL). If and to the extent that you have a right to claim under the ACL you may also need to claim under your Machine Guard Service Contract.

The ACL protects consumers by automatically giving them basic, guaranteed rights for goods they purchase ('Consumer Guarantees') at no charge. For example, the ACL requires that, taking account of the nature of goods, the price, any representations made by the supplier or manufacturer and other relevant circumstances, the goods must be free of defects, do what they are meant to do, be safe, durable and acceptable in appearance and finish, be fit for any particular purpose that the consumer makes known, and comply with any description given or any demonstration model used.

In the event of a breach of a Consumer Guarantee where there is a major failure of the goods, consumers are entitled to reject the goods and choose a replacement or refund and claim compensation for any reasonably foreseeable loss or damage suffered by consumers as a result of the failure. Where the failure does not amount to a major failure, consumers are entitled to have the supplier repair or replace the goods (at the supplier's choice). Whether a specific failure breaches a Consumer Guarantee and a consumer is entitled to a remedy under the ACL will depend on the circumstances.

Consumer Guarantees have no set time limit but generally last for an amount of time that is reasonable to expect in the circumstances, given factors including the age, cost and quality of the goods, the use made of the goods or any representation made by the supplier or manufacturer. Consumer Guarantees may continue even at the expiry of the manufacturer's Service Contract or this Machine Guard Service Contract. The exact amount of time that Consumer Guarantees last in the case of a specific purchase varies depending on the circumstances.

PRIVACY NOTICE AND CONSENT

Xtreme Administration takes great care to protect the privacy of information supplied by individuals or organisations in accordance with the Privacy Act and Australian Privacy Principles. You are entitled to obtain a copy of Xtreme Administration's Privacy Policy on request.

Collection can take place through the application system (from data input directly or through cookies and other web analytic tools), email, telephone or in writing.

We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, other insurers and reinsurers, our claim management partner(s), dealers, our legal, accounting and other professional advisers, data warehouses and consultants, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoints to review and handle complaints or disputes and any other parties where permitted or required by law.

We may need to disclose information to persons located overseas who will most likely be located in the United Kingdom, South Africa, Asia-Pacific and the USA. Who they are may change from time to time. In some cases, we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Privacy Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Privacy Act or against Us (to the extent permitted by law) and may not be able to seek redress overseas.

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy. It is available by contacting Xtreme Administration at general@xtremeadministration.com.au.