



JCB PREMIERCOVER for Generators

PART I – AN INTRODUCTION TO JCB PREMIERCOVER

Welcome to JCB PremierCover for generators the official product support package that gives you an extended period of protection against any defects, attributable to faulty materials or workmanship, in your JCB generator when used in standby applications. JCB PremierCover can bring added peace of mind to your ownership experience and can help to maximise the uptime, productivity and profitability of your JCB generator.

The purpose of this section is to give you a basic introduction to JCB PremierCover and a brief summary of its main features.

JCB PREMIERCOVER FOR GENERATORS – SUMMARY

- JCB PremierCover **protects** your JCB generator against defects attributable to faulty materials or workmanship for an agreed extended hourly coverage period measured from zero clock hours, up to a maximum of five (5) years from new.
- JCB PremierCover **covers** every part of your JCB generator, supplied as original equipment with the unit.
- JCB PremierCover **applies** to generators used in standby applications only with an agreed total hourly usage at time of starting the contract.
- JCB PremierCover **protection** is **conditional** on **you fulfilling** a number of important **qualifying conditions**. There are two qualifying conditions which you need to be aware of immediately:
 1. Your JCB generator must be serviced by an authorised JCB dealer in accordance with the operator's handbook at all times from new. We can offer you a range of servicing options to meet your specific requirements and help you to comply with this particular qualifying condition for JCB PremierCover; and
 2. You must take out JCB PremierCover within six (6) months from new (i.e. first date of retail) of your JCB generator.

We hope this summary gives you a brief overview of this excellent JCB product support package and the confidence for you to purchase JCB PremierCover giving added peace of mind to your ownership experience. For the full details of JCB PremierCover please read the JCB PremierCover for Generators Terms & Conditions contained in part 2 of this booklet.

For more information please contact your local authorised JCB dealer.



PART 2 - JCB PREMIERCOVER FOR GENERATORS TERMS & CONDITIONS

IMPORTANT

The details set out in the JCB PremierCover for Generators Terms & Conditions and in the JCB PremierCover Contract Form will form the contract (the "**Contract**") for the provision of JCB PremierCover by us, your authorised JCB dealer to you, our customer.

NOTE: THIS CONTRACT CONTAINS DETAILS OF YOUR RIGHTS AND OBLIGATIONS. IT IS THEREFORE IMPORTANT THAT THIS IS READ CAREFULLY BEFORE THIS CONTRACT IS SIGNED. THE CONTRACT SHALL ONLY COME INTO EFFECT WHEN WE SIGN THE ACKNOWLEDGEMENT OF CONTRACT, A COPY OF WHICH SHALL BE RETURNED TO YOU.

The capitalised terms used in these JCB PremierCover for Generators Terms & Conditions are defined in Clause 9 (Glossary of Defined Terms).

I. SCOPE OF JCB PREMIERCOVER

- I.1. In consideration of the Charges and subject to You fulfilling the qualifying conditions set out in Clause 2 (Qualifying Conditions), We will make good by repair or replacement, at Our option, any defects in the JCB Generator (other than the Excluded Items) attributable to faulty materials or workmanship under normal use which shall become apparent within the JCB PremierCover Period. We will carry out all work required as part of JCB PremierCover during Our normal working hours.
- I.2. JCB PremierCover does not extend to failures, defects or damage to the JCB Generator attributable to any other reason, including:
 - I.2.1. wear and tear and You acknowledge that parts of the JCB Generator are by their nature subject to deterioration through wear and tear and such deterioration is outside the scope of JCB PremierCover;
 - I.2.2. abuse;
 - I.2.3. accident;
 - I.2.4. neglect;
 - I.2.5. misuse;
 - I.2.6. any modifications or adjustments required to meet a change in law;
 - I.2.7. any modifications or adjustments to the JCB Generator not carried out by an JCB authorised dealer;
 - I.2.8. damage or failures resulting from external elements (eg, corrosion, fire, freezing, frost or snow);
 - I.2.9. a failure to properly use, maintain and service the JCB Generator in accordance with the operator's handbook;
 - I.2.10. improper use of application;
 - I.2.11. the JCB Generator not being used for an extended period;
 - I.2.12. continued use of the JCB Generator where a known problem exists; or
 - I.2.13. incorrect use of fuel or contamination of fuel



2. QUALIFYING CONDITIONS

- 2.1. Our obligations to You pursuant to JCB PremierCover are conditional on You fulfilling the qualifying conditions set out in Clause 2.2 below at all times during the JCB PremierCover Period. Any failure to fulfil these qualifying conditions will mean the JCB Generator will no longer have the protection of JCB PremierCover however You will still be obliged to pay the Charges.
- 2.2. To qualify for JCB PremierCover You must:
 - 2.2.1. take out JCB PremierCover within six (6) months of the Retail Date;
 - 2.2.2. pay the Charges to Us in accordance with the JCB PremierCover Contract Form;
 - 2.2.3. ensure that the JCB Generator is at all times used, operated, maintained and serviced properly in accordance with the operator's handbook and any other recommendations or instructions which may be given to You by Us or JCB Service or the manufacturer or otherwise communicated to You through the JCB dealer network;
 - 2.2.4. ensure that the JCB Generator is serviced by Us or any other authorised JCB dealer within 50 hours of each of the due service intervals detailed in the operator's handbook;
 - 2.2.5. use only genuine JCB parts, fluids and lubricants with the JCB Generator;
 - 2.2.6. properly protect the JCB Generator against damage by frost by using JCB branded anti-freeze additives and connecting the appropriate cold weather protection devices as detailed in the operators handbook;
 - 2.2.7. ensure that an hour meter is fitted to the JCB Generator;
 - 2.2.8. ensure that JCB LiveLink is activated where a LiveLink terminal is fitted to the JCB Generator and that You notify Us immediately if there is any malfunction;
 - 2.2.9. ensure that the hour meter or any LiveLink terminal fitted to the JCB Generator is not tampered or interfered with;
 - 2.2.10. ensure that the JCB Generator is only operated by authorised and suitably trained operatives;
 - 2.2.11. ensure that the information You have provided to Us in the JCB PremierCover Contract Form about Your intended usage of the JCB Generator is complete, accurate and up to date and that You comply with Your obligations pursuant to Clause 3 (Applications & Environment); and
 - 2.2.12. follow the process set out in Clause 5 (What to do if Your Generator Develops a Fault) if the JCB Generator exhibits a fault or a possible fault.

3. APPLICATIONS & ENVIRONMENT

- 3.1. It is important that You explain clearly to Us the intended application of the JCB Generator, its intended operating environment and country of operation. This will ensure that We can provide appropriate guidance in relation to relevant limitations on the JCB Generator's capacity and capabilities in that environment. We will instruct You on the proper lubrication, general care and operation of the JCB Generator in the intended operating environment. This will include fitment of correct accessories (such as air filtration in dusty conditions, corrosion protection in salty atmospheres and low temperature protection in cold regions) applicable for the working environment.



- 3.2. If there is a change in the application, country of operation or the operating conditions of the JCB Generator then You must immediately notify this to Us in writing.
- 3.3. It is important for You to understand that JCB PremierCover may not be available for all applications, countries of operation or operating environments. In addition the Charges applicable for JCB PremierCover vary depending on the application, country of operation and operating environment in which the JCB Generator is used. As such We reserve the right to terminate JCB PremierCover, levy additional charges and/or impose special conditions where the application, country of operation or operating environment of the JCB Generator changes during the JCB PremierCover Period or if the application, country of operation or operating environment was incorrectly advised initially by You.

4. LIABILITY

- 4.1. It is important that You understand that the extent of Our JCB PremierCover commitment to You is expressly set out in Clause 1 (Scope of JCB PremierCover) above.
- 4.2. It is Our responsibility to pay the costs of repair or replacement of the JCB Generator (other than the Excluded Items) within the scope of JCB PremierCover. You are responsible for all other costs arising in connection with Your use of the JCB Generator, including the costs of servicing and maintaining the JCB Generator and meeting all of the qualifying conditions for JCB PremierCover set out in Clause 2 (Qualifying Conditions).
- 4.3. Nothing in this Contract shall limit or exclude Our liability to You for:
 - 4.3.1. death or personal injury resulting from Our negligence;
 - 4.3.2. fraud or fraudulent misrepresentation; or
 - 4.3.3. any other act or omission, liability for which may not be limited under applicable law.
- 4.4. Subject to Clause 4.3, We shall have no duty, obligation or liability to You, under or in connection with this Contract, whether in contract or tort (including negligence) or restitution, for:
 - 4.4.1. any indirect or consequential loss or damage;
 - 4.4.2. loss of or damage to other equipment or property;
 - 4.4.3. incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages);
 - 4.4.4. damage constituting wasted time or expenditure;
 - 4.4.5. liability by way of indemnity or contribution; or
 - 4.4.6. any loss of actual or anticipated profit, interest, revenue, savings, contract or business or damage to goodwill,even if We are advised in advance of the possibility of any such losses or damages.
- 4.5. Nothing in this Contract shall affect Your rights pursuant to the standard warranty which came with the JCB Generator when You purchased it.



5. WHAT TO DO IF YOUR GENERATOR DEVELOPS A FAULT

- 5.1. If a problem with the JCB Generator occurs You must report this to Us as soon as is reasonably possible, providing the following information:
- 5.1.1. Company name/trading title;
 - 5.1.2. generator model and serial number;
 - 5.1.3. hours recorded;
 - 5.1.4. generator location;
 - 5.1.5. JCB PremierCover Contract Number; and
 - 5.1.6. a description of the problem.

Our contact details are set out for You in the JCB PremierCover Contract Form.

- 5.2. We will work with You to determine the cause of the problem and You must provide Us (or another authorised JCB dealer notified to You by Us) with full and unrestricted access to the JCB Generator to enable the cause of the problem to be diagnosed and where necessary to carry out any required repair work on the JCB Generator pursuant to JCB PremierCover.
- 5.3. Where necessary We will refer to JCB Service for their guidance in determining the cause of the problem. In the event of any dispute between You and Us about the cause of the problem the expert diagnosis made by JCB Service, which will be given in good faith, shall be accepted by You and Us.
- 5.4. We (or another authorised JCB dealer notified to You by Us) will carry out any repair work required pursuant to JCB PremierCover. All parts that have been removed and replaced pursuant to JCB PremierCover shall become the property of the replacing JCB dealer.

6. WORKING HOURS OF THE JCB GENERATOR

- 6.1. The number of hours for which the JCB Generator is used will be measured by the hour meter or JCB LiveLink (where a LiveLink terminal is fitted).
- 6.2. If the hour meter and JCB LiveLink fail then the number of hours usage will be calculated according to the interval and rate of work between the two previous services and/or routine inspections carried out by Us (or another authorised JCB dealer).

7. APPLICATION FOR TRANSFER

- 7.1. If You decide to sell the JCB Generator during the JCB PremierCover Period You only are permitted to transfer JCB PremierCover if You take the following action:
- 7.1.1. if You are selling to an authorised JCB dealer then you only need to pass this completed booklet to them;
 - 7.1.2. if You are selling to any other person then You must contact Us to obtain Our clearance to the transfer of JCB PremierCover to the proposed new owner such clearance being at Our discretion. To facilitate the transfer of JCB PremierCover to the new owner You must provide Us with the new owners full details (including name,



address, telephone number and where applicable an e-mail address), the intended date of the transfer of JCB PremierCover and inform Us of the intended application, country of operation and operating environment in which the new owner intends to use the JCB Generator. Once You have received Our written clearance to this transfer then You only need to pass to the new owner this complete booklet together with the written clearance of the transfer attached and to it and the transfer of JCB PremierCover will be complete to the new owner.

8. GOVERNING LAW & JURISDICTION

- 8.1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Australian law.
- 8.2. The parties irrevocably agree that the courts of Australia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

9. GLOSSARY OF DEFINED TERMS

In these terms and conditions the following definitions shall apply:

- 9.1. "**CHARGES**" means the charges payable by You for JCB PremierCover as stated in the JCB PremierCover Contract Form;
- 9.2. "**EXCLUDED ITEMS**" means the following items which are excluded from JCB PremierCover:
 - 9.2.1. bulbs and fuses;
 - 9.2.2. all attachments/ additions to the JCB Generator other than these items that were original factory fit.
 - 9.2.3. any extra component or part added to the JCB Generator, other than replacements for those items which came as part of the JCB Generator as factory fit, unless such component or part has been fitted by Us or another authorised JCB dealer and approved by JCB Service;
- 9.3. "**JCB LIVELINK**" means JCB's official telematics service which is a two way generator data messaging and position location reporting service consisting of over the air transmission of data over a cellular digital network to and from LiveLink terminals;
- 9.4. "**JCB GENERATOR**" means Your JCB generator specified in the JCB PremierCover Contract Form;
- 9.5. "**JCB PREMIERCOVER CONTRACT FORM**" means the contract form for JCB PremierCover as set out in Part 3 of this booklet;
- 9.6. "**JCB PREMIERCOVER PERIOD**" means the hourly coverage from new (ie, from zero clock hours) which You have selected as set out in the JCB PremierCover Contract Form, up to a maximum of five (5) years from the Retail Date or such other alternative agreed maximum



period from the Retail Date which is authorised and agreed by JCB Service in writing and then stated on the JCB PremierCover Contract Form;

- 9.7. "**JCB SERVICE**" means JCB Service (company number 0564955) whose registered office is Lakeside Works, Rocester, Uttoxeter, Staffordshire ST14 5JP;
- 9.8. "**RETAIL DATE**" means the date on which the JCB Generator is first retailed from new as stated in the JCB PremierCover Contract Form;
- 9.9. "**WE**"/"**OUR**"/"**US**" means the authorised JCB dealer as set out in the JCB PremierCover Contract Form; and
- 9.10. "**YOU**"/"**YOUR**" means the customer identified in the JCB PremierCover Contract Form or any new owner of the JCB Generator who this customer may validly transfer this Contract to in accordance with Clause 7 (Application for Transfer).

