

Terms and Conditions

I. Introduction

This Extended Coverage Program herein referred to as the Perkins Platinum Protection or Contract, is designed specifically for Perkins commercial engines and is an important part of Perkins' continuing effort to provide "you" with superior value and product support.

II. Terms and Conditions

This Perkins Platinum Protection defines coverage, less any applicable deductible, for the "cost" of a "mechanical breakdown" under normal use during the "coverage period" due to a defect in material or factory workmanship of "covered components". Coverage under this Perkins Platinum Protection is subject to the applicable exclusions listed under Section VIII Exclusions and Limitations.

The Registration Certificate attached hereto must be completed in its entirety ON the date of registration. "You" should purchase this Perkins Platinum Protection on the "covered equipment's" original purchase date from an "authorised representative". Certain fees, penalties and coverage availability limits may apply for all Perkins Platinum Protection Contracts requested after the original purchase date. "You" must contact an "authorised representative" for complete details.

This Perkins Platinum Protection expires when the coverage years or the coverage hours, whichever occurs first, exceeds the coverage terms in this Perkins Platinum Protection.

III. Definitions

"Authorised representative, dealer, or distributor" means an authorised representative, dealer, or distributor of Perkins to sell, service and repair the "covered equipment".

Perkins Platinum Protection will be identified as "PPP" throughout this contract.

"Cost(s)" means the usual and customary fair charges as determined by the manufacturer for parts, labour and other allowances necessary to repair or replace the parts "covered components" as specified in Section XIII Covered Components and the Engine Component PPP Coverage Matrix. Replacement parts will be genuine manufacturer's parts when performing repairs and may include new, remanufactured or Perkins approved repaired components. These charges shall not exceed manufacturer's suggested retail price for parts and labour allowances derived from manufacturer recognised labour time guidelines

"Coverage Period" means the period of time for which PPP coverage is in place. It commences with the new engine delivery date as shown on the Registration Certificate and expires when time or hours, whichever occurs first, of the covered equipment exceeds the PPP Coverage Terms specified in the Registration Certificate. No claim will be paid until the PPP is appropriately registered.

"Covered component(s)" means the components listed and identified for the appropriate level of coverage on the Engine Component PPP Coverage Matrix form (attached to and made a part of this PPP).

"Covered equipment" means the equipment identified by engine serial number for this PPP as recorded on the Registration Certificate and accepted by "us" for coverage.

"Delivery Date", also known as in-service date, is the beginning of the standard Perkins warranty period to the initial user.

"Deductible or excess" means the amount that you must pay for "breakdown(s)" of "covered equipment."

"Mechanical breakdown" means the failure of any original or like replacement "covered component" covered by this PPP to work as it was designed to work in normal service, providing it has received customary maintenance as recommended by Perkins in the Operation and Maintenance Manual for the covered equipment.

"Operation & Maintenance Manual" is the factory recommended schedule for maintenance provided to dealers.

"Repairer(s)" means a business entity "we" have authorised as a repair facility or "Authorised representative, dealer, or distributor."

"Tax" means any present or future sales, use, revenue or excise tax, withholding, import duty (including brokerage fees) or other tax (excepting only value added tax and taxes based on "our" net income), fees or other charges of any nature imposed by any public authority (national, state, local or other) applicable to the products or services described in this PPP.

"VAT" means any value added tax or similar turnover tax.

"Warranty" means any warranty of the manufacturer or a repairer's guarantee or warranty.

"We," "us," and "our" mean the Provider issuing this PPP as identified on the Registration Certificate.

"You" and "your" means the customer shown in the Registration Certificate.

"Aftertreatment" is a general term for emissions reduction device or system that is installed after the installation of the engine exhaust manifold and turbo in order to reduce regulated engine exhaust emissions. The systems may or may not be mounted on the engine.

"DPF" is an aftertreatment that is included in the shipped consist "covered component", Perkins diesel particulate filter (DPF) and related systems are designed to reduce Particulate Matter (PM) emissions levels in engines.

"SCR" is an "aftertreatment" that is included in the as shipped consist "covered component", Perkins selective catalytic reduction system (SCR) and related urea based diesel exhaust fluid (DEF) systems, which is used to reduce Oxides of Nitrogen (NOx) emissions levels in engines.

IV. Our Responsibilities

"We" will pay the "cost", less any applicable deductible, to repair, replace or service the "covered equipment" for a "mechanical breakdown" of "covered components". This work will be reimbursed at the normal working hour labour rates at a "repairer's" place of business, or the "authorised dealer's or distributor's" approved location of the "covered equipment". "We" will provide, at "our" choice, new, remanufactured or repaired components when replacing or repairing any "covered components" which fail due to defects in materials or workmanship under normal use. Further, "we" will also pay for any component with a Perkins part number that is rendered unserviceable by a "covered component" "mechanical breakdown" and reasonable labour to complete the repair.

"We" will restore the "covered equipment" to its operating condition prior to the "mechanical breakdown" by repairing and/or replacing only the required "covered components" and sequentially damaged Perkins components necessary to correct the defect. "We" will pay the reasonable labour to disconnect the "covered equipment" and reconnect the "covered equipment" to its attached equipment, mounting, and support systems, if required. Other parts removed in the process of the repair will be reinstalled as is, unless "you" authorise "your" additional expense to repair or replace.

"We" will also pay the reasonable "costs" of any consumables that are made unusable as a result of a "covered component" "mechanical breakdown".

V. Your Responsibilities

"You" shall operate, maintain and perform all recommended maintenance for the "covered equipment" according to the guidelines and recommendations as specified in the manufacturer's Operation & Maintenance Manual and as specified in the covered component section of this PPP including all recommended preventative maintenance performed, at the specified service intervals. Preventative maintenance includes, but is not limited to, the servicing, adjusting, and / or replacing of specified components.

"You" shall utilise an "authorised dealer" for all scheduled oil sampling (S.O.S.) as specified in the manufacturer's Operation and Maintenance Manual by submitting samples promptly with necessary sample information at the specified service intervals and take the appropriate action as recommended by the S.O.S. results.

"You" shall be responsible for labour and material costs for "covered equipment" removal and reinstallation, except as stated in Section IV. Our Responsibilities.

"You" shall be responsible for all "costs" not covered by this PPP as specified in Section VIII. Exclusions & Limitations.

"You" shall document all scheduled maintenance and repairs of the "covered equipment". In the event of a "mechanical breakdown", present documentation of scheduled maintenance and repairs. Proof of compliance documentation can include receipts or copies of work orders or invoices detailing the maintenance or services performed.

"You" are also responsible for any "tax" or "VAT" with respect to any premium or other payment to "us" for this PPP. Such tax or valued added tax, when applicable, shall be invoiced to "you" and paid by "you" unless "you" deliver in advance to "us" a proper tax exemption certificate acceptable to "us" and the applicable taxing authority.

VI. Coverage Territory

This Contract covers "covered equipment" worldwide except when coverage provided by this Contract would be in violation of any U.S., UK or EU economic or trade sanctions such as, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of coverage or any claim that would be in violation of U.S. economic or trade sanctions as described above shall be null and void.

VII. Claim Procedures

In the event of a "mechanical breakdown" of the "covered equipment", "you" shall:

- Take all reasonable steps to protect and safeguard the "covered equipment".
- Report the "mechanical breakdown" promptly to "us" or a "repairer".
- Promptly make the "covered equipment" available to a "repairer" for examination and repairs. Provide proof of this PPP by presenting "your" copy of the Registration Certificate.
- Furnish the "repairer" with such information as may be reasonably required to assess the "mechanical breakdown".

If requested, provide proof of compliance with the Maintenance Schedules as recommended by the manufacturer in the Operation and Maintenance Manual, such as receipts or copies of work orders or invoices from "repairers" or "authorised dealers or distributors" showing the maintenance and services performed. Failure to show proof of proper maintenance may result in the denial of coverage.

Any "authorised representative, dealer, or distributor" or "repairer" may repair, replace or service "your" "covered components." Only original manufacturer's parts will be installed when performing repairs.

VIII. Exclusions & Limitations

This contract does not cover a "mechanical breakdown" of the covered equipment caused by:

- Wear and tear, normal wear out of components, corrosion, or physical or mechanical erosion (physical damage);
Use of improper or contaminated fuel and/or fluid
- Failure to maintain proper levels of lubricants and coolants;
- "Repairer" workmanship;
Engine modifications unless those modifications were performed at the authorised written request of "us";
- Abuse, neglect, misuse or lack of customary maintenance, including without limitation:
 - I. Any failure to observe and comply with maintenance and servicing practices, specifications, intervals and requirements recommended or directed by the manufacturer.
 - II. Any failure to test oil samples according to an oil sampling program or analysis (including infrared analysis) as recommended or directed by the manufacturer; or
 - III. Any failure to inspect the "covered equipment" each 1,000 operating hours or at such other intervals as the manufacturer or "we" may recommend or direct from time to time;
- Failure of a component which is not a "covered component";
- Application of the "covered equipment" for a use that is not approved by "us";
Use or establishment of fuel settings for "covered equipment" which are inconsistent with settings recommended by "us" or the manufacturer.

This PPP also does not pay for:

- Machine transportation or towing "costs" or field service travel expenses.
- Any present or future sales, use, value added, revenue or excise tax, withholding, import duty (including brokerage fees) or other tax (excepting only taxes based on "our" net income), fees or other charges of any nature imposed by any public authority (national, state, local or other) applicable to the PPP. Such taxes, fees and other charges, when applicable, shall be invoiced to "you" and paid by "you" unless "you" deliver in advance to "us" a proper tax exemption certificate acceptable to "us" and the applicable taxing authority.

"We" will not reimburse for parts that are not made or authorised by the original "covered equipment" manufacturer or substitute a service provider other than an authorised "repairer."

This contract also does not pay for the costs arising from:

- Acts of God, vermin, collision, fire, theft, vandalism, riot, explosion, lightning, earthquake, wind, storm, hail, water freezing or flood;
- Performance-related complaints, including, but not limited to adjustments to fuel settings or electronic unit injectors;
The supply or consumption of lube oils, grease, coolant or air conditioner refrigerant, unless otherwise provided in this Contract or agreed by "us";
- Work that improves operating performance, including, but not limited to replacing or repairing "covered components" worn by normal use; Engine tune-ups or other routine maintenance items or any normally scheduled preventive maintenance or maintenance services, including, but not limited to valve lash adjustments with special attention to the scheduled maintenance items including filters, fuel nozzles, fuel injectors, thermostats, and seals and gaskets;
Storage or miscellaneous shop supply charges;
- Steel Shims and cast iron block inserts;
- Clamps and other fasteners not specified on the Engine Component Coverage Matrix;
- Any and all "mechanical breakdowns" of failures that are covered under any

- "warranty" whether enforceable or not;
Parts shipping charges and service charges;
- Any and all taxes;
"Your" expenses from loss of time, inconvenience, downtime or downtime-related expenses, or other incidental or consequential loss to "you" that results from a "mechanical breakdown".

IX. Transfer or Assignment of Coverage

The remaining coverage of this Contract may be transferred or assigned to subsequent owners other than an "authorised dealer" during the "coverage period" at no extra charge provided the new owner of the "covered equipment" presents a copy of the current Registration Certificate to "us" within ten (10) days of the transfer of the "covered equipment's" title and "we" approve the transfer or assignment of the remaining coverage.

X. Terminations and Refunds

Cancellation by "you":

"You" may cancel this PPP by providing written notice to "us" of "your" intent to cancel. The following conditions must be met:

- "You" sign and submit the Perkins platinum protection cancellation form through an "Authorised representative, dealer, or distributor" Perkins Engines Company Limited receives the cancellation form within 14 days of PPP purchase
- "You" provide the cancellation reason
- A repair has not been performed under the PPP
- A Perkins platinum protection claim has not been submitted and / or paid against the PPP

The customer returns the PPP, as issued, to the selling dealer or distributor

Cancellation will be effective on the date "we" receive the cancellation notice.

Cancellation by "us":

"We" may cancel this Perkins platinum protection and return to "you" the pro-rated refund based on the lesser of years / hours of unused coverage provided less any claims paid for the following reasons: the coverage fee for this PPP has not been paid by "you", the manufacturer's warranty has been cancelled or voided, or a substantial breach of duties by "you" relating to the "covered equipment" or its use. If there is a material misrepresentation in the PPP registration, "we" may void this PPP without written notice and "you" will not be charged the Coverage Fee.

XI. Disclaimers

"OUR" RESPONSIBILITIES AND "YOUR" REMEDIES UNDER THIS PPP ARE LIMITED TO THE PROVISIONS OF MATERIALS AND LABOUR AS SPECIFIED HEREIN.

EXCEPT AS SET OUT IN THIS DOCUMENT, WE DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.

THIS PPP DOES NOT SUPERSEDE THE EMISSION WARRANTY FOR EMISSION RELATED COMPONENTS.

MISREPRESENTATION OF THE COVERED EQUIPMENT'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILES, HOURS, FUEL BURN OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY US. WE SHALL BE ENTITLED TO ALL OTHER REMEDIES.

XII. Privacy Notice

"We" do not disclose any non-public personal information about "you" or former customers to anyone, except as permitted by law.

"We" may collect non-public personal information necessary for service contract coverage to "you" from the following sources:

- Information that "we" receive from you on registrations, applications or other forms, such as "your" name, address, assets and income
- Information about "your" transactions with "us", "our subsidiaries", "our affiliates" (received only with "your" express consent); and
- Information from a customer-reporting agency.

"We" restrict access to non-public personal information about "you" to those employees who need to know that information to provide extended coverage services to "you". "We" maintain physical, electronic, and procedural safeguards

that comply with federal regulations to guard "your" non-public personal information.

"Our" Privacy Statement is available upon request by contacting "your" local dealer or PPP program manager.

XIII. Covered Components

The Engine Component PPP Coverage Matrix forms part of this PPP.

Components covered PPP are listed in the Engine Component PPP Coverage Matrix.

Platinum Level Coverage Components:

All as shipped consist from the factory with Perkins part numbers excluding filters, fluids, veebelts, hoses, power take-offs, paint and batteries.

Additional Perkins components installed by the Original Equipment Manufacturer, any Perkins distributor or dealer, any authorised second level dealer or the customer after the in-service date of the engine are excluded.

"DPF" Coverage

"DPF" filter/ diesel oxidation catalysts and housing.

Radio frequency antennas and back pressure sensors.

Regeneration system.

"DPF" related electronic components.

Consumable and normal ware items are excluded (clamps, catalyst and filter substrate, etc).

Filter cleaning is excluded.

"SCR" Coverage

Components associated with and included in the as shipped original engine consist to include but not limited to:

"SCR" catalyst, AMOX catalysts, reactor housing and mixing pipe

Urea based diesel emission fluid injection system to include, hoses, nozzle or injector, pump and tank NOx and temperature sensors.

"SCR" related electronic components.

Consumable and normal wear items are excluded (fluids, clamps, catalyst substrate, etc.)