

# JCB Extended Warranty - Complete Protection.

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## PART 1 – AN INTRODUCTION TO JCB EXTENDED WARRANTY.

Welcome to JCB Extended Warranty, the official JCB product support package which gives you protection against any defects in your JCB machine attributable to faulty materials or workmanship for an extended period. JCB Extended Warranty can bring added piece of mind to your ownership experience and can help to maximise the uptime, productivity and profitability of your JCB machine.

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

### JCB EXTENDED WARRANTY – SUMMARY

- JCB Extended Warranty protects your JCB machine 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 Extended Warranty covers every part of your JCB machine, except for Excluded Items (see JCB Extended Warranty Terms & Conditions for details).
- JCB Extended Warranty 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 machine 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 Extended Warranty; and
  2. You must take out JCB Extended Warranty within twelve (12) months from new (i.e. first date of retail) of your JCB machine.

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

For more information please contact your local authorised JCB dealer.

## PART 2 - JCB EXTENDED WARRANTY TERMS & CONDITIONS

### IMPORTANT

The details set out in the JCB Extended Warranty Terms & Conditions and in the JCB Extended Warranty Contract Form will form the contract (the “Contract”) for the provision of JCB Extended Warranty 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 Extended Warranty Terms & Conditions are defined in Clause 9 (Glossary of Defined Terms).

### I. SCOPE OF JCB EXTENDED WARRANTY

- 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 Machine (other than the Excluded Items) attributable to faulty materials or workmanship under normal use which shall become apparent within the JCB Extended Warranty Period. We will carry out all work required as part of JCB Extended Warranty during Our normal working hours.
  
- I.2. JCB Extended Warranty does not extend to failures, defects or damage to the JCB Machine attributable to any other reason, including:
  - I.2.1. wear and tear and You acknowledge that parts of the JCB Machine are by their nature subject to deterioration through wear and tear (particularly ground engaging parts) and such deterioration is outside the scope of JCB Extended Warranty;
  - I.2.2. abuse;
  - I.2.3. accident;
  - I.2.4. neglect;
  - I.2.5. misuse;
  - I.2.6. collision;

- 1.2.7. any modifications or adjustments required to meet a change in law;
- 1.2.8. any modifications or adjustments to the JCB Machine not carried out by an JCB authorised dealer;
- 1.2.9. damage or failures resulting from external elements (eg, corrosion, fire, freezing, frost or snow);
- 1.2.10. a failure to properly use, maintain and service the JCB Machine in accordance with the operator's handbook, including without limitation any failure to regenerate the Diesel Particulate Filter (DPF) when indicated on the machine dashboard for the length required. This includes any failures to the DPF where machine operation prevents automatic regeneration. Any breakdowns or deratings of the machine caused by the use of poor quality AdBlue or failure to top up AdBlue. This also includes any defects caused by material being wrapped around or stuck in machine components or filters;
- 1.2.11. improper use of application, including without limitation any application or operation other than stated for the machine in accordance with Clause 3 (Applications & Environment) for any operation where the machine in question is deemed inappropriate for, including missing or removed safety and protection equipment. This also includes operating the machine exceeding the recommended weight, moving loads over unreasonable distances with the boom extended or at height;
- 1.2.12. the JCB Machine not being used for an extended period (which means any period exceeding four (4) weeks);
- 1.2.13. continued use of the JCB Machine where a known problem exists; or
- 1.2.14. incorrect use of fuel or contamination of fuel and hydraulic systems.

## 2. QUALIFYING CONDITIONS

- 2.1. Our obligations to You pursuant to JCB Extended Warranty are conditional on You fulfilling the qualifying conditions set out in Clause 2.2 below at all times during the JCB Extended Warranty Period. Any failure to fulfil these qualifying conditions will mean the JCB Machine will no longer have the protection of JCB Extended Warranty however You will still be obliged to pay the Charges.
- 2.2. To qualify for JCB Extended Warranty You must:
  - 2.2.1. take out JCB Extended Warranty within twelve (12) months of the Retail Date;

- 2.2.2. pay the Charges to Us in accordance with the JCB Extended Warranty Contract Form;
- 2.2.3. ensure that the JCB Machine 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 Machine is serviced by Us or any other authorised JCB dealer. Servicing must be carried out in accordance with the schedule and conditions specified in the machine handbook;
- 2.2.5. use only genuine JCB parts, fluids and lubricants with the JCB Machine;
- 2.2.6. properly protect the JCB Machine against damage by frost by using JCB branded anti-freeze additives;
- 2.2.7. ensure that an hour meter is fitted to the JCB Machine;
- 2.2.8. ensure that JCB LiveLink is activated where a LiveLink terminal is fitted to the JCB Machine 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 Machine is not tampered or interfered with;
- 2.2.10. ensure that the JCB Machine is only operated by authorised and suitably trained operatives;
- 2.2.11. ensure that the information You have provided to Us in the JCB Extended Warranty Contract Form about Your intended usage of the JCB Machine 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 Machine Develops a Fault) if the JCB Machine 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 Machine, 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 Machine's capacity and capabilities in that environment. We will instruct You on the proper lubrication, general care and operation of the JCB Machine in the intended operating environment. This will include fitment of correct accessories (such as air filtration in dusty

conditions and corrosion protection in salty atmospheres) 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 Machine then You must immediately notify this to Us in writing.
- 3.3. It is important for You to understand that JCB Extended Warranty may not be available for all applications, countries of operation or operating environments. In addition the Charges applicable for JCB Extended Warranty vary depending on the application, country of operation and operating environment in which the JCB Machine is used. As such We reserve the right to terminate JCB Extended Warranty, levy additional charges and/or impose special conditions where the application, country of operation or operating environment of the JCB Machine changes during the JCB Extended Warranty 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 Extended Warranty commitment to You is expressly set out in Clause 1 (Scope of JCB Extended Warranty) above.
- 4.2. It is Our responsibility to pay the costs of repair or replacement of the JCB Machine (other than the Excluded Items) within the scope of JCB Extended Warranty. You are responsible for all other costs arising in connection with Your use of the JCB Machine, including the costs of servicing and maintaining the JCB Machine and meeting all of the qualifying conditions for JCB Extended Warranty 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. costs relating to provision of a replacement machine unless otherwise agreed in writing;
  - 4.4.3. loss of or damage to other equipment or property;
  - 4.4.4 incurring of liability for loss or damage of any nature whatsoever suffered by third parties (including in each case incidental and punitive damages);
  - 4.4.5. damage constituting wasted time or expenditure;
  - 4.4.6. liability by way of indemnity or contribution; or
  - 4.4.7. 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 Machine when You purchased it.

## **5. WHAT TO DO IF YOUR MACHINE DEVELOPS A FAULT**

- 5.1. If a problem with the JCB Machine 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. machine model and serial number;
  - 5.1.3. hours recorded;
  - 5.1.4. machine location;
  - 5.1.5. JCB Extended Warranty Contract Number; and
  - 5.1.6. a description of the problem.

Our contact details are set out for You in the JCB Extended Warranty 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 Machine to enable the cause of the problem to be diagnosed and where necessary to carry out any required repair work on the JCB Machine pursuant to JCB Extended Warranty.

- 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 Extended Warranty. All parts that have been removed and replaced pursuant to JCB Extended Warranty shall become the property of the replacing JCB dealer.

## **6. WORKING HOURS OF THE JCB MACHINE**

- 6.1. The number of hours for which the JCB Machine 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 Machine during the JCB Extended Warranty Period You only are permitted to transfer JCB Extended Warranty 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 Extended Warranty to the proposed new owner such clearance being at Our discretion. To facilitate the transfer of JCB Extended Warranty 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 Extended Warranty and inform Us of the intended application, country of operation and operating environment in which the new owner intends to use the JCB Machine. 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 Extended Warranty 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 English law.
- 8.2. The parties irrevocably agree that the courts of England and Wales 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 Extended Warranty as stated in the JCB Extended Warranty Contract Form;
- 9.2. **“EXCLUDED ITEMS”** means the following items which are excluded from JCB Extended Warranty:
- 9.2.1. bulbs and fuses;
  - 9.2.2. all attachments to the JCB Machine other than quickhitches, towhitches and towbars if these items are original factory fit or purchased via JCB Attachments (a division of JCB Service);
  - 9.2.3. tyres, wheels, rims, track running gear and track plates;
  - 9.2.4. Powertrain Components: filters, rocker cover gaskets, fanbelts, drivebelts, fans, dry clutch plate, release bearings, track rod ends, wheel nuts, wheel studs, tubes;
  - 9.2.5. Brake Components: brake discs and pads including handbrake, friction and counter plates, brake cables;
  - 9.2.6. Fuel injectors unless the defect occurs prior to the replacement set out in the JCB maintenance recommendations stated in the operator’s handbook, but including if



the defect is caused by the use of poor quality fuel, not meeting the specifications set out in the operator's handbook; fuel filters and AdBlue filters;

- 9.2.7. Diesel Particulate Filter (DPF): any defect or breakdown caused by failure to carry out any regeneration cycle when indicated on the machine dashboard, improper cleaning and replacements not carried out by a JCB authorised dealer;
  - 9.2.8. Batteries;
  - 9.2.9. Body, Chassis and Cab Exterior: wiper blades, wiper arms, rubber seals, weather strips, gas struts to doors and bonnet, handles, locks, hinges, mirrors, boom wearpads, fittings for attachments, any attachment, pins and bushes, all windows and glass components other than a failure that can be directly related to being caused by incorrect installation of the component, decals, gaiters;
  - 9.2.10. Cab Interior: seat covers and trims, armrests and seatbelts, cab trim panels, floor mats, sunblinds, steering wheel, gaiters;
  - 9.2.11. Operating fluids and lubricants: oils, fuel, AdBlue, antifreeze, grease unless required in the rectification of a failure of a covered component; and
  - 9.2.12. any extra component or part added to the JCB Machine, other than replacements for those items which came as part of the JCB Machine 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 machine 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 MACHINE"** means Your JCB machine specified in the JCB Extended Warranty Contract Form;
- 9.5. **"JCB EXTENDED WARRANTY FORM"** means the contract form for JCB Extended Warranty as set out in Part 3 of this booklet;
- 9.6. **"JCB EXTENDED WARRANTY PERIOD"** means the hourly coverage from new (ie, from zero

clock hours) which You have selected as set out in the JCB Extended Warranty 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 Extended Warranty 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 Machine is first retailed from new as stated in the JCB Extended Warranty Contract Form;
- 9.9. **“WE”/“OUR”/“US”** means the authorised JCB dealer as set out in the JCB Extended Warranty Contract Form; and
- 9.10. **“YOU”/“YOUR”** means the customer identified in the JCB Extended Warranty Contract Form or any new owner of the JCB Machine who this customer may validly transfer this Contract to in accordance with Clause 7 (Application for Transfer).

# PART 3 – JCB EXTENDED WARRANTY CONTRACT FORM

## Customer Details

Trading Name.....  
Contact Name.....  
Position/Title.....  
Address.....  
.....  
..... Postcode.....  
Country.....  
Telephone..... Fax.....  
Mobile.....  
Email.....

## Dealer Details

Dealer Name.....  
Contact Name.....  
Position/Title.....  
Address.....  
.....  
..... Postcode.....  
Country.....  
Telephone..... Fax.....  
Mobile.....  
Email.....

## Machine Details

Model	Serial	Retail Date	Registration (if applicable)
.....	.....	.....	.....

## Cover

Term in Years	Max Machine Hours
.....	.....

## Costs

Single Payment of  
.....

**Application Details** (tick appropriate, select multiple if applicable)

**Standard Applications**

- Aggregates
- AG Bulk Rehandling
- AG Contractors
- Arable / Crops
- Builders Yard / General Yard Work
- Civil Engineering
- House Building
- Landscaping
- Livestock
- Municipal Duty
- Plant Hire Long Term (>3 months)
- Quarries and Mines
- Road Building, Road Maintenance
- Anaerobic Digestion
- Biomass (incl. Food Waste)
- Composting & Green Waste
- Energy from Waste
- Glass Recycling
- Mattres Recycling, Tyre Recycling
- Waste Electrical Services
- Wood Recycling
- Bale Handling

**Arduous Applications**

- Commercial Industrial Waste
- Construction and Demolition Waste
- Municipal Solid Waste
- Demolition Activity
- Waste Transfer Station
- Re-handling Mixed Waste from Refuse Collection Vehicles
- Material Recycling Facility Re-handling Dry Mixed Recyclables
- Abattoirs
- Construction & Demolition Waste
- Composting and Green Waste
- Household Waste Recycling Sites
- Short Term Plant Hire

**Severe Applications**

- Armed Forces
- Forestry
- Scrap Handling
- Steel Production

**Extreme Applications**

- Tanneries
- Corrosive Chemical Environments
- Demolition
- Fertiliser
- Landfill

**Operating Conditions**

- Dry
- Wet
- Dusty
- Hardstanding
- Off road
- Indoors
- Single Operator
- Multiple Operators

**AT ALL TIMES THROUGHOUT THE JCB EXTENDED WARRANTY PERIOD THE JCB MACHINE MUST BE SERVICED IN ACCORDANCE WITH THE INTERVALS DETAILED IN THE OPERATOR'S HANDBOOK AND SUCH WORK MUST BE CARRIED OUT BY AN AUTHORISED JCB DEALER TO REMAIN VALID**

By signing this contract you agree to have read and understood the terms and conditions and be bound by this contract

Customer Signature

Print Name

Date

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...../...../.....

Acknowledgement of Contract

Dealer Signature

Print Name

Date

.....

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- By providing an email address and/or telephone number you consent to being contacted by those methods for the purpose of direct marketing. If you do not wish to be contacted, tick box.