

TERMS AND CONDITIONS OF EXTENDED WARRANTY

These Terms and Conditions govern the conditions of the Extended Warranty. The conditions apply to the Guaranteed Engine named on the Cover Page of this Contract.

1. DEFINITIONS

1.1. In these Terms and Conditions, the terms listed below have the following meanings:

"Customer": the company or sole trader who asked FPT to sign the Contract, as the owner of the Guaranteed Engine;

"Components" means those components installed in the factory as well as components (i) assembled by the dealer on the Guaranteed Engine at the time of sale (ii) used under the manufacturer's warranty or (iii) used following a previous repair / replacement under this Agreement;

"Guaranteed Components": means those components guaranteed under this contract according to the level of warranty extension identified in the title page and subject in full to the terms, conditions and exclusions of the contract;

"Contract": this contract, relating to the Extended Warranty, consists of the Cover Page and of these Terms and Conditions;

"Price": the price (where applicable) to be paid for the extended warranty, as indicated on the cover page;

"Extended Warranty": the extended warranty services as identified on the Cover Page, and which are subject to these Terms and Conditions;

"Cover Page": refers to the first pages of the Contract, indicating the specific individual elements of each contract;

"Manufacturer's Warranty": all of the warranty conditions, the terms of application of the warranty, limitations and anything else contained in the FPT warranty card and the related annexes, granted by FPT on new FPT engines;

"Fault": for each Guaranteed Part, a Fault refers to any electrical, electronic, hydraulic or mechanical fault caused directly or indirectly by a Guaranteed Part, which is exclusively attributable to defects in the design, materials or manufacturing process that cause a sudden, unexpected interruption in the functioning of the Guaranteed Part and/or of the guaranteed engine that requires a repair or replacement before the Guaranteed Part or guaranteed engine can be restored to functionality, to the same extent that would have been guaranteed under the Manufacturer's Warranty, subject to the limitations of the Guaranteed Parts based on the level of extended warranty selected under this Contract;

"Level of Extended Warranty": the level of Extended Warranty under this Contract, as identified on the Cover Page, and for which full details are given for each Guaranteed Part in this Contract;

"Guaranteed Engine(s)": the FPT engine(s) covered by this Contract and identified on the Cover Page;

"Repairer(s)": this refers to each FPT Dealer and authorised workshop in the FPT retail network that participates in the Extended Warranty programme and which provides repairs and replacements on the Guaranteed Engine under this Contract;

“Repair/Replacement”: the repairs and/or replacements of the Guaranteed Parts and/or works to repair or replace the Guaranteed Engine after a Fault;

“FPT Warranty Card”: the document relating to the Manufacturer’s Warranty delivered by the vendor along with the FPT engine;

“FPT”: the company FPT Industrial S.p.A., with registered office in Turin, Via Puglia 15;

“Party” or **“Parties”**: FPT and/or the Customer as the case may be;

“Territory”: Countries where the service is valid Annex C

2. OBJECT

- 2.1. The Extended Warranty extends the conditions of the Manufacturer’s Warranty according to the terms indicated on the Cover Page and in these Terms and Conditions.
- 2.2. The Customer may only request Repairs and Replacements from the Repairers operating in the Territory.
- 2.3. Any consequential, direct or indirect cost and/or loss suffered by the Customer is expressly excluded from this Extended Warranty.
- 2.4. It is agreed that in the event of Replacement of Guaranteed Parts, the duration of the Manufacturer’s Warranty on those replaced Parts will be equal to the residual duration of the original Part that was replaced.

3. FUNCTIONING, MAINTENANCE AND INSPECTION

- 3.1. In order for the Extended Warranty under this Contract to be valid, the Guaranteed Engine must be inspected, serviced and maintained at the Customer’s care and expense in accordance with the recommendations of FPT and the procedures and maintenance intervals stipulated in the use and maintenance manual and/or in any other document or communication from FPT.
- 3.2. The Customer must keep all the maintenance invoices. If necessary, the Repairer who carried out the Repairs under this Contract may ask the Customer to promptly present the maintenance invoices, for examination.

4. CUSTOMER'S DECLARATIONS

- 4.1. The Customer expressly acknowledges and accepts that:
 - 4.1.1. the Repairs carried out under this Contract will be carried out using original FPT Parts;
 - 4.1.2. any Repairs (other than the normal start-up and maintenance operations, provided that such start-up and maintenance operations are done in accordance with FPT’s recommendations and intervals) must be done by the Repairer as provided for in Article 2 above;
 - 4.1.3. any failure to meet the obligations under Article 3 may lead to the rejection of any requests for repairs under this Contract, unless the Customer can prove that the failure to meet the obligations did not cause or influence the Fault;
 - 4.1.4. the Repairs/Replacements will be carried out by the Repairers within the Territory.

5. CUSTOMER’S OBLIGATIONS

- 5.1. The Customer shall:
 - 5.1.1. when requesting a Repair and/or Replacement, submit a copy of this Contract and, if requested, documentation proving the maintenance and servicing works which have been done on the Guaranteed Engine. Further, to enable the Repairer to carry out the Repairs and/or Replacements and/or to investigate the cause of the Fault, the Customer authorises

the Dealer and Repairer to download and use the data for the Guaranteed Engine (the data is kept on the electronic control unit of the Guaranteed Engine);

- 5.1.2. take all reasonable measures and precautions to prevent any Fault to the Guaranteed Engine and to keep the Guaranteed Engine in working condition and not to aggravate any damage to the Guaranteed Engine;
- 5.1.3. observe the legal obligations in reference to the Guaranteed Engine or to this Contract.

6. REPAIRS/REPLACEMENTS

- 6.1. Subject to the terms and conditions of this Contract, the Repairer shall, based on its own assessment, carry out the Repair/Replacement of the Guaranteed Part and/or of the Guaranteed Engine that was affected by a Fault during the term of this Contract, at no cost to the Customer.

7. DURATION OF CONTRACT

- 7.1. The Contract shall remain in force between the Parties until the date of expiry indicated on the Cover Page, provided that the Price stipulated on the Cover Page has been paid in accordance with the terms of Article 8.

8. PRICE OF THE EXTENDED WARRANTY

- 8.1. In exchange for the Extended Warranty, the Customer undertakes to pay the FPT Dealer the amount agreed upon between the Parties.

9. NO REFUND OF PRICE

- 9.1. The Price of the Extended Warranty is non-refundable.

10. CONTRACTUAL AND LEGAL RIGHTS

- 10.1. This Contract does not preclude the Customer from exercising its contractual rights against the retailer of the Guaranteed Engine nor does it limit the Customer's rights under the terms of the initial Manufacturer's Warranty, or the legal rights.

11. AUTHORISATION FOR REPAIRS

- 11.1. All Repairs/Replacements may be started after authorisation from a Repairer.

12. ALTERATIONS OR MODIFICATIONS – TYPE OF USE

- 12.1. The Contract shall not apply and may be immediately terminated if the Guaranteed Engine or the Guaranteed Part has been altered or modified or has been used for activities other than those indicated on the Cover Page, except where such alterations or modifications or different uses were previously approved in writing by FPT.

13. FRAUDULENT REQUESTS FOR REPAIR/REPLACEMENT

- 13.1. If any aspect of a request for Repair/Replacement proves to be fraudulent, the Customer shall lose all rights under this Contract and/or this Contract may be terminated.

14. CONDITIONS FOR EXECUTION OF THE EXTENDED WARRANTY

- 14.1. This Contract shall not apply or shall not enter into force if FPT and the Repairers are relieved of their obligations and the Customer may not claim any rights in relation to the Extended Warranty where the following events occur:
- 14.1.1. the Customer does not meet its obligation to pay the Price in accordance with Article 8 above;
 - 14.1.2. the Guaranteed Engine has been used for activities other than those indicated on the Cover Page or has been altered or modified without prior authorisation from FPT in writing as indicated in Article 12;
 - 14.1.3. the Guaranteed Engine was not maintained in accordance with FPT's recommendations, the procedures and intervals stipulated in the user manual, in the Warranty Card and/or in any other document or communication from FPT, or Parts have not been used, if such failure or non-use caused or contributed to the Fault.
- 14.2. If FPT or the Repairer carried out the Repairs/Replacements before the events listed above were verified, FPT or the Repairer shall have the right to compensation for the services performed under this Contract that were not due.

15. ASSIGNMENT OF CONTRACT

- 15.1. In the case of resale of the Guaranteed Engine or of the vehicle or car on which the Guaranteed Engine was installed during the term of this Contract, all rights under this Contract shall be transferred to the subsequent buyer, on condition that:
- 15.1.1 the sale was completed before expiry of the term of the Contract and the assignment was duly accepted by all relevant parties (the transferor, the transferee and the transferred debtor);
 - 15.1.2 written confirmation of the assignment was signed together with the update to the relevant parts of the Contract.

16. REVIEW OF REQUESTS FOR REPAIR/REPLACEMENT

- 16.1. Any dispute that may arise in relation to the completed Repairs/Replacements (or any rejected requests for a Repair/Replacement) must be submitted in writing to FPT within 90 days from the date of completion of the Repair/Replacement in question, or from the date on which the rejection of the request for Repair/Replacement was made known, with a declaration of the reasons why a review is being requested. If the request for review is not submitted within the above-mentioned 90-day period, the review of the request for Repair/Replacement may be rejected.

17. EXTENSIONS, LIMITATIONS AND EXCLUSIONS OF THE EXTENDED WARRANTY (Annex B)

17.1. Included in the FPT_Bronze Extended Warranty:

- 17.1.1. Cylinder head, ECM engine control module, engine block, drive shaft, cam shafts, flywheel and timing gears, oil pump, exhaust manifold, cylinder liner and rods, pistons (excluding piston rings) and flywheel housing.

17.2. Included in the FPT_Silver Extended Warranty

- 17.2.1. The contents of the FPT_Bronze Warranty;
- 17.2.2. If present and supplied by FPT at the time of sale of the Guaranteed Engine: injection system, turbocharger, water pump, suction and discharge valves and valve seats, tappets and rockers,

engine brake, EGR (exhaust gas recirculation), intake manifold, engine seals, air filter, radiator, sensors, alternator, starter and engine cable.

17.3. **Included in the FPT_Gold Extended Warranty**

17.3.1. The contents of the FPT_Silver Warranty;

17.3.2. If present and supplied by FPT at the time of sale of the Guaranteed Engine: Exhaust system, exhaust system sensors, catalytic converters, particulate trap, exhaust pipes, exhaust gas post processing.

17.4. **Exclusions**

17.4.1. The Extension of the FPT_Gold Warranty, FPT_Silver Extended Warranty and FPT_Bronze Extended Warranty is subject to the following limitations and does not apply to:

- 17.4.1.1. The scheduled maintenance works expressly stipulated in the Engine Manual, to be carried out on the Guaranteed Engine at the time intervals or mileage intervals indicated in the Manual, with the labour, parts and liquids necessary for such works;
- 17.4.1.2. the daily or weekly checks required in the Use and Maintenance Manual;
- 17.4.1.3. maintenance activities not specified in the FPT maintenance plans;
- 17.4.1.4. the supply of fuel, AdBlue or other consumables;
- 17.4.1.5. repairs of any kind which are necessary as a result of any type of accident, act of vandalism, fire, flooding or in general any climate-related or external events;
- 17.4.1.6. the consequences of failure to check and/or protect the Engine against the effects of frost and the consequences of inadequate protection against frost;
- 17.4.1.7. Parts or systems which are broken or defective due to poor use by the Customer;
- 17.4.1.8. repairs made necessary by the use of incorrect fuels, additives, lubricants or any other non-compliant liquid;
- 17.4.1.9. any defects caused by the user's negligence in carrying out maintenance (scheduled maintenance not carried out, poorly carried out, or not carried out at the time and/or mileage intervals provided in the maintenance plan);
- 17.4.1.10. any repairs needed as a result of the delay with which the user had the repairs carried out;
- 17.4.1.11. the replacement, repair and maintenance of parts, devices and accessories, fittings and equipment that were not originally installed by FPT, or which were not original FPT parts;
- 17.4.1.12. Excess labour costs incurred due to components not originally installed by the manufacturer and which make it difficult to access the various parts of the Engine;
- 17.4.1.13. Damage caused to FPT due to non-original FPT parts or parts that were not originally installed by FPT;
- 17.4.1.14. Damage caused by engine modifications not expressly approved by FPT, modifications or tampering with parts, assemblies or software supplied as originals by FPT and the damage caused by such modifications;
- 17.4.1.15. Any work necessary to restore the engine to its original condition as supplied by FPT;
- 17.4.1.16. Engines that do not bear an identification plate, or whose identification plate has been modified;
- 17.4.1.17. Works for which the Engine's diagnostic instruments do not indicate any defects and for which the warning lights have not turned on;
- 17.4.1.18. Modifications or repairs to Engine parts necessitated by changes in the law issued after the date of entry into force of the Contract, and also adaptations to new legislation;
- 17.4.1.19. Works performed outside of the Territory;

- 17.4.1.20. Any indirect cost and the general costs of carrying out the Repair and/or Replacement works (including but not limited to: disposal costs, the cost of VOR Parts, tooling costs, telephone costs, consumables, electricity, etc.);
- 17.4.1.21. Damage due to machine downtime, production stoppages, loss of profits and similar cases;
- 17.4.1.22. Fleet management;
- 17.4.1.23. Parts which are always excluded:
 - a. All rust/corrosion.

Compensation

- 17.5. Any compensation for direct or indirect losses is excluded. This includes damage caused to third parties, resulting from a Fault in the Engine, its repair, or the unavailability of the Engine as a result of the Fault. It also excludes additional costs that were not considered necessary by FPT to resolve the issues; by way of non-limiting example: towing for Repairs that could have been carried out on site and were therefore not authorised.

18. PROCEDURE FOR REQUESTING REPAIRS/REPLACEMENTS

- 18.1. The Customer must contact the Dealer or other Repairer in the Territory in order to arrange an inspection of the Guaranteed Engine to verify the cause of the Fault, and provide the following information:
 - 18.1.1. the Contract;
 - 18.1.2. proof of the maintenance and servicing, including use of the Parts;
 - 18.1.3. the original documentation delivered in relation to the Guaranteed Engine (the document showing the start date of the Manufacturer's Warranty), including the invoice with the sale price.
- 18.2. The Dealer and/or the Repairer will establish the cause of the Fault and will check that the Part(s) that directly caused the Fault is/are guaranteed under this Contract.
- 18.3. FPT and/or the Repairer reserve the right to examine the Guaranteed Engine and to refer the case for an opinion by an expert before carrying out any Repairs/Replacements within 24 hours from notification of the request for a Repair/Replacement. It is agreed that if any dispute arises in relation to the Dealer's obligations, the decision of the expert will be considered final and binding on the Dealer and on the Customer.
- 18.4. Following completion of the Repairs/Replacements, the Customer must confirm to the Repairer that they are satisfied with the work carried out and they must sign the job sheet. If, after completion of the Repairs/Replacements, after inspection or review by FPT and/or by its authorised representatives, it is found that the Fault is not covered by this Contract or that the Customer has failed to fulfil one or more of the terms, conditions or exclusions of this Contract, the Customer will be held liable and must pay the Dealer the cost of the Repair/Replacement.
- 18.5. Any extra cost that is not guaranteed or which exceeds the terms of this Contract must be agreed directly with the Repairer at the time of the Repair/Replacement.
- 18.6. The replaced Parts will be kept by the repairer or by FPT and the Customer may not retain them for any reason.

19. GOVERNING LAW AND FORUM

- 19.1. This Contract shall be governed by and interpreted in accordance with the laws of England and Wales. The Parties irrevocably agree to submit to the exclusive jurisdiction of the Court of _____ in relation to any disputes that may derive from or be connected to this Contract.

Annex B:

Cover table:

Components	Name	FPT BRONZE	FPT SILVER	FPT GOLD
Engine	Engine block	X	X	X
	Crankshaft, main and big-end bearings	X	X	X
	Oil pump	X	X	X
	Pistons	X	X	X
	Exhaust manifold	X	X	X
	ECM control module	X	X	X
	Cylinder head and gasket	X	X	X
	Camshaft	X	X	X
	Oil pump	X	X	X
	Cylinder liners	X	X	X
	Flywheel	X	X	X
	Flywheel cover box	X	X	X
	Valves and valve seats		X	X
	Tappets and rocker arms		X	X
	Water pump		X	X
	Thermostat		X	X
	Elastic cylinder liner bands		X	X
	Engine seals		X	X
	Heat exchanger		X	X
	Intake manifold		X	X
	Engine cable		X	X
	Turbocharger assembly		X	X
Fuel injection system	High-pressure pump		X	X
	Injection timing controller (Rail)		X	X
	Diesel pipes		X	X
	Diesel filter		X	X
	Diesel injectors		X	X
Exhaust System (ATS)	Securing Screws, collars, clamps, connectors			X
	Silencer			X
	AdBlue system			X
	Ad-Blue injector			X
	Catalytic converter pre-filter (DOC)			X
	Particulate trap (DPF)			X
	Catalytic converter (SCR)			X
	Exhaust system brackets and fixation			X
	Exhaust system sensors (NH3, NOX, PM, Lambda, Delta P)			X
Other Components if supplied by FPT	Air filter		X	X
	Radiator		X	X
	Starter		X	X
	Alternator		X	X

	EGR		X	X
	Engine brake		X	X
	Fan hub and bearings		X	X
	Engine cable		X	X

Annex C:

- Albania
- Austria
- Belgium
- Bulgaria
- Croatia
- Cyprus
- Czech republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Ireland
- Israel
- Italy
- Letvia
- Lithuania
- Luxembourg
- Moldova
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Russia
- Serbia
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Ukraine
- United Kingdom

