

Terms and Conditions for Preventative Maintenance Customer Value Agreements (PM CVAs)

1. General Terms and Conditions

Hastings Deering's [Sales Terms for Service Customers \(Terms\)](#) apply to this agreement. You can request a copy of the Terms from your Sales Representative.

Capitalised terms that are not defined in this agreement are as per the Terms.

2. Special Conditions

The Special Conditions outlined below take precedence over Hastings Deering's [Sales Terms for Service Customers](#):

2.1 Time for Service (clause 6.2 (a))

Not Used

2.2 Location for Service (clause 6(e))

- (a) If the Customer changes the location of the machine at time of service, to a location further than the one included in HDAL's quote, the Customer will be charged for those additional travel costs.
- (b) This agreement excludes overnight and accommodation costs, weekend labour rates, etc.

2.3 Termination of Service Agreement (clause 10)

Either party may terminate this agreement by providing the other party with at least 30 days' written notice. The Customer must pay for any Goods and/or Services provided up to and including the date of Termination.

2.4 Expiry and Renewal

- (a) At the End Date (**Initial Term**), or any subsequent term, this agreement will automatically renew for additional periods of 12 months (**Additional Term**) unless either party notifies the other party, prior to the expiry of the relevant term, that it does not wish for this agreement to renew for an Additional Term.

2.5 Force Majeure

- (a) A party is not liable for failure to perform this contract if its performance is prevented or delayed because of a Force Majeure Event and without the fault or negligence of that party, but only if that party:
 - (i) gives written notice to the other party of the occurrence and details of the Force Majeure Event; and
 - (ii) does everything reasonable to recommence performing its obligations under this contract quickly.
- (b) A party may terminate this contract if a Force Majeure Event prevents the Contractor from performing the Contractor's obligations under this contract for more than 30 days.

2.6 Pricing

- (a) Pricing outlined in the Pricing Summary:
 - (iii) is fixed for the Initial Term of the contract.
 - (iv) estimates a price (or prices) based on the Equipment's hour-meter and the expected annual utilisation, and HDAL's assessment of the state of repair of Customer's Equipment at the time that this agreement is executed
 - (v) includes GST;
 - (vi) does not include any cost of delivery or packaging;
- (b) Pursuant to Special Condition clause 2.4, HDAL shall provide a pricing and maintenance schedule for each Additional Term.
- (c) Any discounts offered as part of this agreement do not extend to any other agreement between the parties.

2.7 Other Terms Governing the Supply of Services

- (a) The Customer acknowledges that each asset must be

connected to VisionLink (and any other Caterpillar supplied software and services utilised by the Customer or HDAL as part of the Services) (**Connected Asset**). Connected Assets are governed by the Caterpillar user or end user terms and conditions set by Caterpillar from time to time and the sharing of the Customer's data will be governed by Caterpillar's Data Governance Statement and its Digital Authorisation form as well as the [HDAL Privacy Policy](#). The Customer need only complete the Caterpillar Digital Authorisation form once. HDAL will advise if this form is required by the Customer and provide the form and the terms separately for review and execution.

- (b) HDAL is not responsible for the Customer's use of VisionLink or HEI – Health Equipment Insights or Caterpillar's direct use of the Customer's data through these systems. The Customer releases HDAL from any loss it may suffer via the use of VisionLink and HEI – Health Equipment Insights and any other Caterpillar services utilised by the Customer as part of the Services.

(c) Data Governance & Privacy

- (i) When collecting, using, disclosing or otherwise handling a Customer's personal information and data from the Services, HDAL will comply with its Privacy Policy.
- (ii) The Customer agrees and acknowledges that HDAL may obtain and use its personal information (as defined by the Privacy Act 1988 (Cth) and data from the Services in accordance with its Privacy Policy.
- (iii) The Customer consents to HDAL having the access to the Asset and Customer data for the purpose of supplying the Services (and for use in any other reason set out in HDAL's Privacy Policy).
- (iv) For the purposes of collecting and utilising Customer data in accordance with the delivery of the Services, the Customer agrees that it must have read and executed the Caterpillar Digital Authorisation form. Failing to do so may result in some or all the Services being unavailable to the Customer.

3. HDAL Obligations

Preventative Maintenance (**PM**) Services are sold and supplied by HDAL in accordance with one of the PM CVA options below.

3.1 Level 1 Convenience

HDAL will:

- (a) proactively contact the Customer to place PM kits orders;
- (b) offer point of sale discounts on parts filters, coolants, oils and scheduled oil sampling (SOS) kits (to be advised at time of order);
- (c) provide automatic health recommendations via HD360;
- (d) provide parts delivery assurance to Customer (excluding government companies):
 - (i) PM kits ready for pick-up on the need-by-date or by end of the next business day;
 - (ii) If the parts are not received/available, HDAL shall provide the Customer with a Cat parts credit to the value of the missed parts (up to AUD1,000.00).
 - (iii) Cat Services Commitment Terms and Conditions apply.

3.2 Level 2 Performance

HDAL will:

- (a) proactively contact the Customer to schedule the PM service;
- (b) perform the PM service, including inspections and SOS

analysis per the maintenance schedule;

- (c) proactively send PM kits to the customer;
- (d) offer discounts on filters, coolants, oils and scheduled oils sampling kits (to be advised at time of quoting).;
- (e) provide automatic health recommendations via HD360;
- (f) fix rates for PM kits and labour for 12 months;
- (g) provide parts and service delivery assurance to customers (excluding government companies);
 - (i) organise PM kits ready for pick-up on the need-by-date or by end of the next business day; and
 - (ii) if the parts are not received/available, HDAL shall provide the Customer with a Cat parts credit to the value of the missed parts (up to AUD1,000.00).
 - (iii) technician on site to perform the PM service on the scheduled date
 - (iv) If technician is not on site on the scheduled date, the Customer will receive a Cat parts credit for value of up to two hours of labour.
 - (v) If the Equipment requires repairs, and the Customer orders the repair parts, the repair parts shall ready for pick-up on the agreed need-by-date or by end of the second business day after customer call-.
 - (vi) If the repair parts are not available, HDAL shall provide the Customer with a Cat parts credit to the value of the missed parts (up to AUD1,000.00).
 - (vii) [Cat Services Commitment Terms and Conditions](#) apply.

3.3 Customer Obligations

Preventative Maintenance (**PM**) Services are sold and supplied by HDAL in accordance with one of the PM CVA options below.

3.1 Level 1 Convenience

The Customer must purchase parts for service intervals (coolant

and oil are optional).

If the Customer is a credit Customer, HDAL may proactively send the parts to the agreed location without needing confirmation from the Customer.

3.2 Level 2 Performance

The Customer will:

- (a) Purchase parts for service intervals (including coolant and oil).
- (b) Perform their agreed PM services with HDAL service technicians.

3.3 General

- (a) Ensure the Equipment is a Connected Asset
 - (i) If the Equipment is disconnected for any reason, the Customer has 180 days to reconnect the Equipment. If the Equipment is not reconnected, HDAL shall terminate this Agreement.
 - (ii) HDAL will not be liable for any obligations under this Agreement if Equipment health data is not available.
- (b) Ensure the condition of the Equipment is monitored
 - (i) The Customer must undertake one TA1 inspection on the Equipment using Cat® Inspect at least once per year until the expiry of the Term to determine the condition of the Asset; or
 - (ii) The Customer is responsible for collection of oil samples for analysis by HDAL laboratory services.
- (c) Payment
 - (i) Credit Customers shall be invoiced and must pay the invoice per their credit terms.
 - (ii) Trade Customers must make payment prior to any parts being dispatched or collected.

By signing this document (by an authorised signatory), you agree to all Terms and Conditions outlined herein. If you would like copies of these documents, please ask your sales representative.

Customer	
Customer Name	
Signature	
Date	

HDAL Authorised Representative Name	
Signature	
Date	