

Terms and Conditions apply*

Cat Machine & Component Rebuilds Promotion

1. Subject to the following terms and conditions, Hastings Deering (Australia) Limited ("**Hastings Deering**") offers its customers the below incentives in connection with certain machine rebuild program (**Promotion**). This Promotion is only valid for rebuild services engagement that is entered into from 10 February 2026 to 31 December 2026 inclusively (unless altered or ended earlier by Hastings Deering).
2. Other eligibility conditions for this Promotion which must be satisfied:
 - a. Only valid for qualified Cat® Certified Rebuild involving certain powertrains, hydraulics, or a full machine rebuilds within the Hastings Deering dealership program;
 - b. Historical machine health and service information must be provided upon request;
 - c. The machine subject to the rebuild must be owned by the customer, free of encumbrances;
 - d. Hastings Deering's inspection of the machine (including its relevant components) subject to the rebuild and being satisfied at its sole discretion as to whether the machine qualified for this Promotion;
 - e. Hastings Deering provides confirmation of the Promotion eligibility which may be conditional, Hastings Deering has absolute discretion on the availability of this Promotion and may subject to its own business reasons decline the Promotion to certain customers, rebuild types or certain equipment; and
 - f. Hastings Deering's performance of the relevant Promotion is conditional upon the customer complying strictly with the requirements of the relevant Promotion.
3. This Promotion is subject to the formation of a service agreement between the customer and Hastings Deering. This pamphlet itself does not constitute an offer to provide you with any rebuild services or commitments on behalf of Hastings Deering and is provided for your information on the eligible Promotion that you might receive should you decide to enter into a services agreement for machine rebuild services.
4. The customer acknowledges that the representations and incentives made in this Promotion are not to be relied on in the customer's decision in entering the sales terms. This Promotion merely represents Hastings Deering aspiration to provide better customer service, and should it fail to adhere, the customer has no right to terminate the service agreement or claim compensation of any nature (except for the discount offered as part of the relevant Promotion).
5. Hastings Deering reserves the right to vary, extend or withdraw this Promotion or amend the terms and conditions of this Promotion at any time without notice.
6. Hastings Deering Sales Terms for Service Customers (and other applicable terms and conditions), apply to this Promotion (as varied from time to time) and any services or work performed in connection with this Promotion. Copies of the sales terms are available on request or on <https://www.hastingsdeering.com.au/legal/terms>.
7. Where the Promotion requires Hastings Deering to offer discount, if the customer fails to promptly pay remaining amount of the invoice (which the discount has been applied for) by the due date, then the said discount will be redrawn or reversed, and the invoice will revert to the full amount due without further notice to you.

Promotion 1: On-Time Rebuild Completion Incentive

Subject to the terms and conditions stated in this Promotion, if your machine rebuild is not completed by the Committed Completion Date (as defined below), a discount will be applied to the service invoice at a daily rate (as specified in the table below), but will be capped at a maximum of 10% of the estimate price of the original scope of works as stated in the Quote or the Work Authorisation.

| Estimate Price of the Original Scope of Works | Applicable Discount |
|---|---|
| \$0 - \$200,000 | No discount available for this category of works |
| Greater than \$200,000 | \$1,000 per day late up to 10% of the estimate price of the original scope of works as stated in the Quote or the Work Authorisation. |

Requirements and Process:

- 1(a) Within 21 days of Hastings Deering receiving the machine (the subject to the rebuild engagement) at the agreed location, Hastings Deering will provide the customer with details of the required scope of works for the engagement and a completion date which Hastings Deering is committed to performing.
- 1(b) The customer must promptly (and in any event within 5 days) provide its confirmation as to whether the scope of works (including the proposed completion date) is agreeable.
- 1(c) The 'Committed Completion Date' is the date mutually agreed between the parties after the machine arrived on site and being thoroughly inspected by Hastings Deering as per above, if no agreement is reached between the parties on this, then this promotion is not applicable.
- 1(d) For the avoidance of doubt, it is clarified that:
 - (i) Estimate completion date provided prior to machine arrival is indicatively only and is subject to change after actual machine arrival and inspection.
 - (ii) Hastings Deering is excused where a failure to complete, perform or deliver by the Committed Completion Date is caused or contributed by any circumstances or reasons outside of Hastings Deering's control. For example (on a non-exhaustive basis): Customer requested scope changes, Customer's late acceptance, unforeseen components failures, part availability issues from the OEM, other force majeure events.

Promotion 2: No Surprises After 21 Days

Subject to the terms and conditions stated in this Promotion, Hastings Deering is committed to providing a level of certainty on the scope of engagement and the estimated Price of rebuild services to prevent unexpected cost increases for customers.

Requirements and Process:

- 2(a) Subject to actual delivery of the said machine into the agreed Hastings Deering's workshop on the agreed delivery date, Hastings Deering endeavours to provide you with further details of the required scope of engagement (including any additional works, parts or other materials required for the Services, and the estimate Price) within 21 days from the date the machine arrives at the agreed Hastings Deering workshop.
- 2(b) Upon the customer's confirmation and acceptance of the proposed scope of engagement, Hastings Deering agrees that no further variations related to the original scope of works will be charged to the customer.
- 2(c) Notwithstanding the above, it is clarified that Hastings Deering may after the 21 days period specified in subclause (a) above, submit variations resulting in further costs (increment to Price), if it relates to:
 - (i) variation(s) that is at the customer's request;
 - (ii) variation(s) that is required due to safety or compliance reasons;
 - (iii) variation(s) that is required due to chassis cracking, or previously undiscoverable faults or damage that is considered latent or is not visually apparent; or
 - (iv) factors caused or contributed by any circumstances or reasons outside of Hastings Deering's control.

For clarity, these permissible variations shall be dealt with in accordance with the Sales Terms which include being quoted by Hastings Deering (with details of the variations to price and delivery timeline) and the said variation works shall only be completed upon acceptance by the Customer.

Promotion 3: No Core Charges Incentive

Subject to the terms and conditions stated in this Promotion, Hastings Deering wishes to offer you a no core charge incentive where components of the rebuild services qualified for the HD Reman program.

Requirements and Process:

To be eligible for this Promotion, the following must be satisfied:

- 3(a) the said customer's machine must have been delivered by the customer to the agreed Hastings Deering's workshop where Hastings Deering will conduct an initial inspection;
- 3(b) the machine must pass the initial inspection including having no fault (verified by diagnostic download);
- 3(c) the machine and relevant components must satisfy the Cat Reman core return criteria (which is available upon request); and
- 3(d) the SOS fluid sample(s) taken prior to machine arrival to workshop must be analysed with results of A or B as a minimum accepted result code.

Notwithstanding the above, it is clarified that the 'no core charges incentive' will not apply to cracked components, any machinery that has non-OEM modifications made to it.