

**Stephenson's Rental Service Inc.**  
**Used Equipment Warranty Protection**  
**Terms and Conditions**

In return for payment by you of the Agreement charge and subject to all the terms of this Agreement, Stephenson's Rental Services Inc. agree with you as follows:

**1. WHAT IS COVERED**

Stephenson's Rental Service Inc., through its administrator, Stephenson's Rental Centres, will pay on your behalf the cost of labor and repair or replacement parts in the event your product fails to operate as a result of a manufacturer's defect. At the discretion of the obligor, replacement parts used in covered repairs may include non-original equipment manufacturer parts, new, remanufactured, or used parts that meet the quality standards of the repairer or obligor. If the equipment cannot be repaired, if the cost of the repair exceeds the original purchase price, or if the parts are not readily available due to the age of the equipment or discontinued by the manufacturer, the equipment will be replaced with equipment of equal features, taking into consideration age, wear and tear.

**2. RENTAL OPTION**

At the discretion of the obligor, a replacement unit of same or comparable size/capacity may be offered to the original purchaser at a reduced rental rate of 50% off standard Stephenson's Rental Centre List Price for the time duration in which the product is being repaired under this warranty agreement. Subject to availability.

**3. LIMITED WARRANTY**

All products sold are warranted by Stephenson's Rental Service Inc., against defects in workmanship or materials under normal use. Any part which is determined by Stephenson's Rental Service Inc. or the administrator to be defective in material or workmanship and returned to an authorized Stephenson's Rental Centre service location, or as the administrator designates, will be, as the exclusive remedy, either repaired or replaced, at the administrator's option.

**4. COVERAGE TERM**

The effective dates of the Agreement are specified on the face of the sales contract/invoice. In the event an authorized Stephenson's Rental Centre service location is servicing your product when this agreement expires, the terms of this agreement will be extended until the covered repair has been completed.

**5. LIMIT OF LIABILITY**

The limit of liability for any claim under this Agreement is the market value of the equipment at time of claim.

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**6. COVERED ITEMS AND EXCLUSIONS**

The following items will be covered against failure as defined in the Program, subject to the Equipment being fully serviced, in accordance with the manufacturer's service instructions, at the intervals recommended by the manufacturer and subject to the Customer's compliance with the terms and conditions of the contract and Customer's election and payment for the program. Limits of Indemnity and Period(s) of coverage are detailed in this Program.

When the appropriate coverage plan has been selected on the sales contract/invoice, the following list of covered items and exclusions apply:

**ENGINE:** The following internal components: block, cylinder liners, piston, piston rings, piston pins, cylinder heads, head gasket, crankshaft, main bearings, con rods, con rod bearings, balance assemblies, camshaft and followers, push rods, tappets, valves, springs and guides, timing gears, lubrication pump and drive components including failure of casting assembly, thrust bearings, internal oil seals, external oil seals (internal failure), bushes, oil cooler, aftercooler and/or intercooler, external pump drive gear, turbo charger (to design life), flywheel, external pipes.

**EXCLUSIONS:** All mountings, all hoses, air trunking, fan belts, filter and filter elements, lubricants, burnt and/or pitted valves, exhaust manifold and all exhaust components, throttle and stop cables, adjustment of engine timing or any other adjustments, any failure due to wear and tear, contamination, deterioration due to age, Ingress of dust or foreign matter through induction problem which results in turbo failure, failure resulting from the engine being operated beyond it's design speed, failure due to use of fuel of incorrect specification for this unit.

**TRANSMISSION:** The following components: charging pumps, gear train and shafts, thrust washers, bushes, needle roller bearings, bearings, gears, internal seals, input and output seals (internal failure), clutch packs, couplings, oil lubrication pumps, main control valves, relief valves, torque converter, gearshift controller electrical and mechanical, electronic control (black-box), transmission casing.

**EXCLUSION:** Brakes linings, pads and discs, brake drums, external hoses and fittings, wiring harness, all rubber mounting brackets, failure due to the use of non recommended lubrication filter, any failures occurring due to the failure to change transmission oil at the recommended time or to maintain the oil at the correct level within the transmission assembly, contamination. External damage to transmission casing.

**ELECTRICAL:** Wiper motors, solenoids, solenoid valves, electric instrument panel, switches, relays, sender units, hour meters, gauges, black-box, microprocessor/ECU, starter motor, alternator, regulators

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**EXCLUSION:** Battery, wiring and lighting, audio/vision alarms, lights, radio cigar lighter, corroded terminals, damage to components due to fuel/oil or water contamination, indicators, damage to alternators or any electrical component resulting from the failure to disconnect the battery during welding or using incorrect jump starting methods, alternator drive belts or pulleys, refueling pump.

**COOLING SYSTEM:** Cooling blowers, fan belt tensioners, water pump, internal bearings and seals, fan thermostat, oil coolers including, where applicable, oil immersed brakes, radiators and cab heating assembly, intercoolers, aftercoolers, heat exchangers, air conditioners.

**EXCLUSIONS:** Water hoses, antifreeze, additives, filters, general frost damage, frost damage or blockage to radiators and pipes, damage to components resulting from the failure to use or maintain inhibitors as required in original specifications, damage due to the use of contaminated water and antifreeze of unsatisfactory specification, air filter assemblies on cab heater, impact damage.

**FUEL SYSTEMS:** Fuel lift pump, fuel injection pump, engine priming pump, fuel tanks.

**EXCLUSION:** Unit type injectors, hoses, fittings, fuel contamination, blockages, caused by contamination, damage resulting from the ingress of water or dirt, adjustments and/or calibration, failures by the removal of the filler screen where the specification requires it to be fitted resulting in contamination of the system, failure due to the use of fuel of incorrect specification for this unit, damage resulting from the failure to monitor and drain condensation from fuel system, fuel filter elements, sediments bowl, refueling pump.

**HYDRAULICS:** Hydraulic/hydrostatic motors, hydraulic/hydrostatic pumps, hydraulic control valves, relief valves, accumulators, shuttle valve, hydraulic tank and mounting, hydraulic cylinders (rams), steel pipes, electro/hydraulic valves, check valves.

**EXCLUSIONS:** Hoses, "O" rings, external seals, exposed pipes, rubber mountings, hydraulic tank breathers, contamination due to the ingress of water or dirt, filters and filter elements, damage caused by the failure to use correct specification oil, impact damage.

**MAIN FRAME/CHASSIS:** Chassis, mainframe, track frames, equalizer bars/pivot, bearings, seals, mountings, ripper frame and side frame for major failure, cylinder mountings.

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**Terms and Conditions**

**AERIAL WORK PLATFORM PRODUCTS ONLY:** Mainframe/chassis, cylinder mountings, pins bearings, bushes, seals, trunnoin, trunnoin housing, trunnoin brackets, axle mountings, steering cylinder mountings, axle trunnoin, mast, mast rollers, carriage, carriage rollers, boom, tele-boom, boom mountings, boom cylinder mountings, pins, bushes, seals stabilizer.

**EXCLUSIONS:** Damage caused by continuous overloading, impact damage, damage resulting from continuous use of unsuitable ground, damage resulting from the failure to carry out recommended inspections, any failures and/or damage resulting from the machine being operated without the belly plate, damage caused by the machine sinking or becoming bogged down, ripper shank and pin/puller, blade and cutting edges. Controller joystick/box issues are also considered normal wear/tear and are not covered.

**CASTINGS AND CASINGS:** Providing that the damage has been caused by internal failure only.

**EXCLUSIONS:** Impact damage from external sources.

**FINAL DRIVERS, IDLERS, TRACK ADJUSTERS, RUNNING GEAR:** Bearings, shaft, thrust washers, seals, input seals (internal failure), front idlers, idler shafts, track adjuster assembly, tension springs, bull gears, pinions, crown wheels, yokes, steering and brake controls, final drive shaft, sprockets/segments (for breakage where applicable).

**EXCLUSIONS:** Lubrication oils, damage caused by the ingress/contamination by dirt and/or water, damage caused by overspeed, damage caused by the failure to maintain the final drive casing breathers (where applicable), continuous overloading the front idlers (tip-toeing), drive sprocket for wear, bottom and top rollers, damage resulting from the incorrect mounting/fitting of the drive sprocket/segments, tracks/chains, pad bolts, impact damage resulting in the failure of a cover component. Should operational conditions reduce the life of any running gear components then the full cost of repair will be to the customer.

**CAB, ROPS, AND FOPS STRUCTURERS AND BODYWORK:** Specifically excluded.

The following are also excluded: operator's seat, glass, mirrors and supports, door and window locks/catches/struts, mats/linings, acoustic panels. Bonnet and side panel locks/catches/struts.

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**Terms and Conditions**

**7. LIMITATIONS**

The agreement does not cover; failure of the product due to operation under conditions other than those for which it is designed; installation or setup cost; diagnostic charges; periodic checkups and/or maintenance; loss of use of the product; products not originally covered by a manufacturer's warranty. The purchaser shall perform all preventative maintenance recommended by the manufacturer to maintain the product in operating condition. Loss or damage resulting from the failure to provide manufacturer's maintenance, or normal wear and tear, is not covered by this agreement. In no event shall the selling dealer be liable for consequential damages or delay in rendering service under this agreement, or loss of use during the period that the equipment is at repair center or otherwise awaiting parts. Replacement parts will be new or remanufactured.

The following costs are your responsibility:

- A. Repair or replacement of parts normally designated to be replaced periodically or consumed during the life of the product: e.g., air or water filters, external hose, fuses, cosmetic items, or non-functional parts.
- B. Damages resulting from:
  - 1. Use of accessories not approved by the manufacturer
  - 2. Incorrect connection of signal leads or incorrect electrical supply; failure, or improper use of any electrical source; electrical connection to other products not recommended for interconnection by the manufacturer of the product; or battery leakage.
  - 3. External causes including fire, theft, accident, collision with an object, impact damage, insects, animals, sand, dirt, exposure to weather conditions, windstorm, hail, lightning, earthquake, an act of god, explosion, flood, water, consequential loss of any nature or abnormal variation of electrical or water supply.
  - 4. Abuse or misuse.
  - 5. Loss or damage occasioned by a happening through war.
  - 6. Invasion or act of foreign enemy hostilities, civil war, rebellion, insurrection, riot, strike, labor disturbance, lockout, or civil commotion.
- C. Shipping charges required to receive services are the responsibility of the sender.
- D. Charges for service where no problem can be found.
- E. Charges for customer adjustments, programming, or education.

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**8. HOW TO OBTAIN SERVICE**

Contact the Stephenson's Rental Centre Branch where you purchased the equipment for the appropriate authorized Stephenson's Rental Centre service location. All repairs must be authorized by the administrator prior to performing of covered work.

**9. CONDITIONS**

- A. Entire Agreement: This is the entire agreement between the parties, and no representation, promise or condition not contained herein shall modify these items.
- B. Transferability: This agreement is for the benefit of the original purchaser only and is not transferable.
- C. Cancellation: You may cancel this Agreement for any reason at any time by calling the Stephenson's Rental Centre branch where you purchased this Agreement. If you cancel your Agreement within fifteen (15) days of receipt of your Agreement, you will receive a full refund. If you cancel after fifteen (15) days of receipt of your Agreement, Stephenson's Rental Service Inc. will not issue a refund. Stephenson's Rental Service Inc. or the administrator may not cancel this Agreement except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation.