

# KOBELCO

## KOBELCO EXTENDED WARRANTY PLAN

TERMS AND CONDITIONS & APPLICATION FORM



## **KOBELCO EXTENDED WARRANTY POLICIES AND TERMS**

### **1. Kobelco Extended Warranty Plans**

Kobelco Extended Warranty Plans provide a limited coverage following the factory warranty period. See the rest of this document for complete details of the Coverage Limitations and its Inclusions and Exclusions. The coverage described here is from Kobelco Construction Machinery Australia of which is referred to in this document as "Kobelco". Kobelco Extended Warranty is available to approved applicants for new Kobelco products sold and registered in Australia and New Zealand through an authorised Kobelco dealer.

### **2. Warranty Period**

The Warranty Period for all coverage begins at the time that any person; dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to a purchaser or the unit reached 50 hours of operation. Certain demonstrator, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

### **3. What is Covered**

If a defect in material or workmanship is found in a unit and repaired during the Kobelco Extended Warranty period, Kobelco will pay parts and labour cost, and a limited travel allowance to repair the defect when completed by an authorised Kobelco dealer. If parts are needed during the repair, Kobelco will, at its option, repair or replace using new or remanufactured parts.

### **Exclusive Remedy**

The Remedy of Repairing A Defect in Material or Workmanship by an Authorised Kobelco Dealership:  
The terms of the Kobelco Extended Warranty constitute the purchaser's exclusive remedy and are in lieu of any other remedy otherwise available. Kobelco provides no coverage, express or implied, for a component or other item other than those covered in this document.

### **4. No Modification or Extension of the Kobelco Extended Warranty**

The Kobelco Extended Warranty is limited to the written terms in this document. Kobelco does not authorise any person, employee, dealer or agent to change or extend the terms of this coverage in any manner without the express written consent endorsed by the Managing Director of Kobelco Construction Machinery Australia. Any assistance to the purchaser in the repair or operation of any Kobelco product outside the terms or limitations or exclusions of the Kobelco Extended Warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or re-establish the Kobelco Extended Warranty.

### **5. The Kobelco Extended Warranty Is Void If:**

The unit's hour meter is changed or altered unless the meter was changed by a Kobelco dealer at the written direction of Kobelco or the correct hours on the unit cannot be fully verified or the unit has been scrapped, salvaged, junked, totalled or quit at auction.

### **6. Limitations and Exclusions**

The Kobelco Extended Warranty gives you specific legal rights and you may also have other rights, which vary, from state to state, country or territory. Check with your dealer for the full Terms and Conditions applicable to your country, state or territory.

*THIS DOCUMENT CONTAINS THE ENTIRE KOBELCO EXTENDED WARRANTY PLAN.*

*KOBELCO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.\**

*KOBELCO WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF THE WRITTEN WARRANTY OR ANY IMPLIED WARRANTY IMPOSED BY LAW.\**

\*These limitations and exclusions may not be allowed by some Australian or New Zealand states or territories, and they shall not apply to the extent such limitations or exclusions are not allowed by applicable state/territory or country laws.

### **7. Owner's Responsibility**

It is the owner's responsibility to ensure that all required maintenance is completed at the recommended intervals outlined in the product's Operator's Manual and the unit is operated within its rated capacity. Genuine Kobelco service parts or Kobelco approved service parts that meet Kobelco specifications must be used for maintenance and repairs. ALL major services (12 Month or 1,000Hr increments - whichever occurs first) must be completed by a Kobelco dealer using genuine parts, oils and filters and, that oil analysis be carried out at all major services. Should the need arise the owner must make the machine available for repair without delay but always within 14 days. Note: failures as a result of continued operation with an obvious defect may void the Kobelco Extended Warranty.



## 7.1. What is Not Covered

### General:

- Replacement of non-defective and maintenance wear items expected to be replaced during the Kobelco Extended Warranty period, including, but not limited to: lights, fuses and belts
- Normal maintenance parts and service, including, but not limited to: lubrication, coolants, filters, belts, lights and fuses
- Engines not warranted by Kobelco in the base Factory Warranty
- Transportation related to any repair
- Travel in excess of a total of 600 kilometres
- Repairs arising from any unauthorised modification to the product or the use of non-Kobelco attachments
- Repairs arising from repairs by facilities not approved by Kobelco
- Repairs arising from failure to maintain the equipment, improper use of the equipment, collision or other accident, vandalism, negligence or other casualty, or operation beyond rated capacity or specifications
- Repairs arising from abuse or neglect, including, but not limited to: operation without adequate coolant, lubricants or DEF (AdBlue), adjustments to the fuel or hydraulic system outside the equipment specifications, over-speeding, from improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids and continual use with an obvious defect
- Premiums charged for overtime labour costs
- Economic loss, including lost profits; equipment rental or other expense

See “Kobelco Extended Warranty Table” for component inclusions and exclusions

## 8. Base Factory Warranty and Kobelco Extended Warranty Plan

The base Factory Warranty is the factory warranty provided to the customer at no additional cost for a specific period of time, covering the complete machine.

The Kobelco Extended Warranty provides additional coverage beyond the base Factory Warranty period, and is included as standard on some models. The Kobelco Extended Warranty may also be available to the customer at an additional cost. The fee for additional purchased coverage options is set by the Company and is subject to change without notice. From time to time, various incentive programs may be released to include the Kobelco Extended Warranty in the Machine price.

The full Terms and Conditions for Kobelco warranties are provided herein as well as in form KOB10-03, or from your Kobelco dealer.

## **KOBELCO STANDARD WARRANTY SCHEDULE**

Product	Base Factory Warranty	Kobelco Extended Warranty: Major Component Coverage
Kobelco Excavator (Mini < 6T)	48 months / 4,000 hours	Not Applicable
Kobelco Excavator (Heavy > 6T)	24 months / 3,000 hours	48 months / 6,000 hours
Genuine Kobelco Attachments	12 months / 1,500 hours	Not Applicable
Genuine Kobelco Spare Parts	12 months / 1,500 hours	Not Applicable

**The Kobelco Factory Warranty and Extended Warranty period ends when either the year or machine hour limit is reached from delivery to the original purchaser, whichever limit occurs first.**

This warranty is only applicable to Genuine Kobelco Spare Parts and Attachments. Warranty is for Parts only unless the original and replacement parts were fitted by a Kobelco dealer, then dealer labour is included (excludes travel / transport).

Refer to your dealer for warranty offered on non-genuine attachments / spare parts.



### **Note 1: Kobelco Extended Warranty Definition**

The Kobelco Extended Warranty is a protection plan that is available following the base Factory Warranty period. It is included as part of the standard warranty schedule on some models. Kobelco Extended Warranties are optionally available for purchase from your local Kobelco dealer.

Kobelco Extended Warranties are available in two types: Major Component Warranty, and Premier Warranty. For a list of inclusions and exclusions for both Kobelco Extended Warranty types, please refer to the Kobelco Extended Warranty Table.

### **Note 2: Standard Warranty Schedule: Kobelco Extended Warranty**

A 4 year / 6,000 hour Kobelco Extended Warranty option is provided as part of the Standard Warranty Schedule, providing Major Component Coverage for Heavy Excavator units sold in Australia and New Zealand.

## **9. Servicing Conditions**

During the Warranty period, all major services must be completed by a Kobelco dealer in accordance with the manufacture's specifications using genuine parts, oils and filters, oil analysis must be carried out at all major services. Any concerns highlighted in the report must be reported immediately (this report in its self is not approval or justification for warranty intervention). The major services must be completed at least yearly.

It is recommended that minor services also be completed by a Kobelco dealer, although this is not compulsory. To retain the benefits of the Kobelco Extended Warranty, it is mandatory that only Genuine Kobelco parts, filters and oils purchased from a Kobelco dealer are used for all minor and major servicing and that service intervals meet the minimum standard set out in the maintenance section of the Operator's Manual.

The Kobelco 78 Point Checklist should be completed and retained for all services. Customers can obtain a Kobelco 78 Point checklist from their local Kobelco dealer. Should a repair be necessary during the coverage period, Kobelco will require proof of servicing per this special condition, and oil analysis information to demonstrate that the proper maintenance has been performed within the guidelines of the Operator's Manual and the Kobelco Extended Warranty Policy. All servicing and maintenance charges are set by the individual dealers. These charges are the responsibility of the owner.

## **10. Cancellation**

Kobelco may cancel the Kobelco Extended Warranty Plan if;

- the intended application of the machine is misrepresented
- information that may influence the application is not duly disclosed
- a fraudulent claim has been or is made under this Kobelco Extended Warranty Plan or any other warranty

If this Kobelco Extended Warranty is cancelled by Kobelco, written advice will be provided to the owner at the last known address.

If the Kobelco Extended Warranty coverage was purchased by the Owner, he/she will be entitled to a refund of 75% of the fee paid for the remaining period covered, less the amount of any claims paid.

## **11. Kobelco Extended Warranty Coverage**

This policy becomes effective at the conclusion of the Base Warranty and is valid for limited components for a specified period of time or when the unit has accumulated the specified hours from the first delivery date to the original purchaser – whichever occurs first.



**IMPORTANT: PLEASE READ THIS CAREFULLY. THE FOLLOWING KOBELCO EXTENDED WARRANTY TABLE DETAILS WHAT IS COVERED BY THE KOBELCO EXTENDED WARRANTY PLANS.**

## **KOBELCO EXTENDED WARRANTY TABLE**

The Kobelco Extended Warranty Agreement is based on goodwill and commonsense. It is intended that all of the components which contribute to the essential drivetrain operation of the machine will be covered. Most of these will be found within the drivetrain casings and will include all drivetrain electronics and hydraulics. Please consult the Kobelco Extended Warranty Table for a detailed description of component warranty coverage.

Accessories and attachments that do not contribute to the essential drivetrain operation will not be covered.

			<b>Kobelco Extended Warranty</b>	
	<b>Component</b>	<b>Factory Warranty</b>	<b>Major Component Cover</b>	<b>Premier Cover</b>
<b>ENGINE</b>	Cylinder Block	✓	✓	✓
	Head	✓	✓	✓
	Valve Cover	✓	✓	✓
	Crank Case	✓	✓	✓
	All internally lubricated parts contained within	✓	✓	✓
	Timing Gears/Chains	✓	✓	✓
	Flywheel	✓	✓	✓
	Manifolds Inlet/Exhaust	✓	✓	✓
	Water Pump	✓	✓	✓
	Seals/Gaskets	✓	✓	✓
	Harmonic Balancer	✓	✓	✓
	Turbocharger	✓	✓	✓
	Pump to Engine Coupling	✓	✓	✓
	Pulleys	✓		✓
	Hoses	✓		
	Belts			
	Fuel Injection Pump (Non Common Rail)	With Specialist Report		With Specialist Report
	Fuel Injectors	With Specialist Report		With Specialist Report
	Muffler	✓		✓
	Exhaust Emmisions Control (DPF/SCR)	✓		✓
	Cooling System	✓		✓
	EGR System	✓		✓
<b>HYDRAULICS</b>	Hydraulic Pump	✓	✓	✓
	Travel Motor	✓	✓	✓
	Slew Motor	✓	✓	✓
	Valves and Seals	✓	✓	✓
	Pilot Control Valve	✓	✓	✓
	Cylinder Rods	✓	✓	✓
	Cylinder Tubes	✓	✓	✓
	Hydraulic Hose	✓		
	Hydraulic Tube	✓		
	Hydraulic Fittings	✓		
	Proportional Solenoid Valve (PSV)	✓		✓
	High Pressure / Low Pressure Sensors	✓		✓



ELECTRICAL	Instrument Consoles	✓	✓	✓
	Engine Control Unit (ECU)	✓	✓	✓
	Mechatro Controller	✓	✓	✓
	Fuel Injection Pump (Common Rail)	With Specialist Report		With Specialist Report
	Fuel Lift Pump	✓		✓
	Starter Motor	✓		✓
	Alternator	✓		✓
	Electric Motors	✓		✓
	Wiring Harness	✓		✓
	Switches/Sender Units	✓		✓
	Lights (excluding Globes)	✓		✓
	Fuses			
	Air Conditioning System	✓		✓
	Relays	✓		✓
FRAME/STRUCTURE	Boom	✓		✓
	Arm	✓		✓
	Blade	✓		
	Slew Ring	✓		✓
	Slew Bearing	✓		✓
	Track Frame	✓		✓
	Track Idler	✓		
	Track Tensioner	✓		✓
	Track Rollers	✓		
	Tracks	✓		

#### Notes:

- All engines warranted by Kobelco in the Base Warranty period are eligible for this coverage
- An internal seal or gasket is defined by the resulting leakage within the component itself. An external seal is defined by oil leaving the component
- Kobelco reserves the right to adjudicate for items not specifically stated in the inclusions or exclusions

#### 12. Kobelco Extended Warranty Transfer

The Kobelco Extended Warranty may be transferred to a subsequent owner during the coverage period subject to reapplication and approval by Kobelco.

The remaining coverage is transferable providing that:

- The previous owner provides the dealer with proof that all the terms and conditions of the Kobelco Extended Warranty (including but not limited to a full service history using genuine parts, filter and lubricants) have been fulfilled
- The unit has the 78 Point Check Sheet service completed by the dealer
- The equipment has no existing malfunctions or defects at the time of application or transfer
- The dealer and Kobelco accepts the application prior to the transfer of ownership
- The owner or purchaser bear the costs associated with the transfer and service

The unexpired portion of the Kobelco Extended Warranty is not refundable. Refer to your dealer for full details on transferring of the Kobelco Extended Warranty.



FOR NEW OWNER APPLICATION USE:

I (“The Owner”) understand the coverage is effective ONLY upon the receipt, registration and acceptance of this application by the dealer and by Kobelco, and that the dealer will not consider any application received after 90 days or more from the date of delivery to the original purchasers (see section 12 “Kobelco Extended Warranty Transfer” for subsequent owners).

I confirm that I have read the Kobelco Extended Warranty conditions set out in this Kobelco Extended Warranty Plan Terms and Conditions & Application Form and accept these terms and conditions set out herein, particularly the conditions dealing with:

- ☒ Owner’s responsibility (Section 7)
- ☒ Misuse, abuse and neglect, accidents, unauthorised repairs and operation beyond the rated capacity (Section 7.1)
- ☒ All services to be completed with genuine Kobelco parts, lubricants etc purchased from an authorised Kobelco dealer (Section 9)
- ☒ All major service (1,000 hour increments) must be completed by a Kobelco dealer (Section 9)
- ☒ Kobelco Extended Warranty Major Component Cover is a limited coverage providing protection for most Engine, Driveline and some Hydraulic components (Section 11)

Kobelco Extended Warranty Coverage shall mean a period commencing at the completion of the Kobelco Base Factory Warranty. The standard Extended Warranty period for Heavy Excavators (> 6T) including the Base Factory Warranty is 4 years / 6,000 hours of Major Component Cover from the original warranty commencement date or when the select hour limit is reached, whichever occurs first.

Extended Warranty Type	Heavy Excavator Warranty: Major Component Cover
Extended Warranty Duration	48 months / 6,000 hours

Machine Model SK135SR-7		
Serial Number YY09055165	Engine Number 4JJ1-692443	
Original Delivery Date 28/01/2025	Transfer of Ownership Date <i>(For used equipment only)</i>	
Company Name Australian Hammer Supplies Hire Holdings Pty Ltd		
First Name Mitchell	Last Name Pennells	
Address Unit 3, 32 Williamson Rd		
City Ingleburn	State NSW	Postcode 2565
Signature <i>(owner)</i>	DocuSigned by: AUSTRALIAN HAMMER SUPPLIES HIRE HOLDINGS PTY LTD A9D6814F6EBF44C...	Date 06-Feb-2025
Signature <i>(dealer)</i>	DocuSigned by: Mark Morris F01A53C7F8DC4B0...	Date 02-Feb-2025

Instructions: Dealer and customer to retain completed signed copy of this document.

# KOBELCO

**TO CONTACT YOUR NEAREST DEALER CALL**

**Australia**

1300 KOBELCO  
(1300 562 352)

**New Zealand**

0800 806 464