Warranty Guide 2012

1. Introduction ................................................................. 1
2. Warranty Philosophy ................................................... 3
3. Certificate of Warranty ............................................... 5
4. Customers Obligations ............................................... 9
5. Dealer’s Obligations .................................................. 11
6. JCB’s Obligations .......................................................... 15
7. Non Warrantable Items ............................................. 23
8. Goodwill ........................................................................ 27
9. Extended Warranty .................................................... 29
10. Warranty Parts Returns ............................................ 31
11. Warranty Review ...................................................... 35
1. Introduction

This guide is produced to help the JCB Dealer to understand our warranty, procedures and systems.

Accurate and comprehensive warranty claims enable the Warranty Team at JCB to process your claims promptly.

It is based upon the following key principles:

1. Warranty is a commitment to address product defects arising as a consequence of defects in materials and workmanship.

2. Warranty should be clear and easily understood.

3. It should be applied in a timely manner.

This guide supersedes all previously published warranty guides, albeit does not supersede any Warranties granted and still in force.

From time to time this Guide may be revised to reflect changes in policies and procedures as they occur. Such changes may first be notified via a specific Warranty Bulletin.
2. Warranty Philosophy

Warranty can be considered under two definitions:

1. The legal definition which is both an obligation imposed by law and a contractual undertaking by the seller which guarantees that his products are free from defects, whilst at the same time limiting the obligation which the law would impose if there were no such contract. Warranties are primarily protective by nature.

   Warranties protect the user against JCB's defects.

   Warranties protect the seller from unreasonable claims.

2. To provide a guarantee of integrity of a product and of JCB's responsibility for the repair and/or replacement of defective parts.

Warranty in the broadest sense must be administered in a manner fair to all parties concerned. At one extreme, one can become too cost conscious or unresponsive. Equally undesirable and lacking integrity is to become too liberal by attempting to buy reputation.

Three Way Responsibility

The sale of JCB products involves three parties - the manufacturer, the Dealer and the customer - and in claim matters, there should be a mutual understanding and acceptance of responsibility amongst these three.

The manufacturer's responsibility is to build good products free of defects.

The Dealer's responsibility is to sell these products within the limits of their intended capacity, to ensure sound application, make sure they are delivered in good initial condition and instruct the customer as to the proper lubrication, general care and operation of the products.

The customer's responsibility is to fuel, lubricate, adjust, operate and maintain the equipment as instructed by the Dealer and in accordance with the recommendations set out in the Operator's Handbook.

Practically all warranty claims start from a condition where one of the parties or perhaps a combination of them has not fulfilled their responsibility. Those who handle warranty claims must understand these responsibilities, seek out all the facts, judge who is responsible and then make a balanced judgement. Their point of view must always be that a fair claim, promptly and fairly presented, will be fairly considered.
3. Certificate of Warranty

The following statements constitute the Certificate of Warranty.

JCB certifies that each JCB Dealer is required to give each Buyer of new JCB Products the following warranty. This warranty does not affect any other terms agreed between the JCB Dealer and the Buyer.

Subject to the following provisions, the JCB Dealer shall, as its sole warranty, make good or cause to be made good by repair or replacement (at its option) free of charge to the Buyer any defects in JCB Products arising in JCB’s opinion, from faulty materials, or workmanship which shall become apparent within the warranty period (as defined below).

1 General

a This warranty applies only when the JCB Product has been properly maintained and operated under normal use and service, according to JCB specification and recommendations from time to time.

b This warranty does not extend to failures, defects or damage subsequently attributable to wear and tear, improper adjustment, neglect, misuse, operation beyond rated or recommended capacity, alteration of specifications, accident, abuse, accidental damage, collision, fire, frost, the use of oils not specified by JCB, or the use of parts or products other than those specified by JCB for required maintenance, service or repair.

c The Buyer must promptly notify the JCB Dealer of any claim under this warranty, specifying the full particulars of the alleged defect, machine number, the hours worked, the date the machine was delivered to the Buyer, and the date the alleged defect became apparent. If the JCB Dealer shall so request, the Buyer shall return all defective parts to the Dealer.

d In the event a Dealer declines any claim under this warranty the part or parts returned to the JCB Dealer will be disposed of unless specific instructions to return to the Buyer were given in writing when the part or parts were returned to the JCB Dealer. The return of any such part or parts is at the Buyers expense.

e This warranty does not extend to parts, equipment and attachments not of JCB’s manufacture, but the JCB Dealer will, so far as possible, pass to the Buyer the benefit of any warranty of the manufacturer of such parts, equipment and attachments.

f This warranty shall cease to have effect and the JCB Dealer's liability shall cease with respect to any JCB Product if:

i The 100 hour or equivalent service, where applicable, is not completed.

ii Any name or number plates or other identification marks in the JCB Product shall have been removed or defaced.

g This warranty is limited in application to new and unused JCB Products, but once the warranty has commenced, it shall continue without interruption to its expiry date.

h In this warranty "JCB" means the JCB Company which manufactured the JCB Product or sold it to the JCB Dealer, "the JCB Dealer" means the dealer appointed by JCB in relation to JCB Products who has supplied them to the Buyer and "the Buyer" means the customer of the JCB Dealer, whether by way of purchase, rental or otherwise.
2 Warranty Period

The minimum warranty period in relation to JCB Products shall be the following:

a For JCB Machines, (Backhoe Loaders, Loadalls, Articulated Dump Trucks, Articulated Loading Shovels, Rough Terrain Fork Lifts, Wheeled Excavators, Track Excavators, Skid Steer Loaders, Mini/Midi Excavators, Industrial Fork Lift Trucks and Tractors) - 1 year unlimited hours.

b JCB Attachments maybe classified into 2 groups, namely machines and parts. For those JCB Attachments classified as machines (e.g. Breakers, Sweeper Collectors, Patch Planers, Grabs, Buckets, and Compaction Plates etc.) the warranty period is 1 year unlimited hours. For those JCB Attachments which are essentially “kits of parts” e.g. hammer pipework kits, windscreen protection kit, etc. the warranty period is 6 months unlimited hours when fitted by the customer or 1 year unlimited hours when installed by the JCB Dealer. JCB will determine the classification of JCB Attachments.

c For JCB Attachments fitted with engines e.g. Power Packs, warranty claims for engine related concerns are to be addressed with the engine manufacturer’s Dealers directly.

d For hand held tools and power packs, the warranty period on tool connection hoses and hydraulic couplings is 90 days.

e For JCB Parts (as specified in the JCB Parts Catalogue) which are not installed on JCB Machines prior to delivery and not used for the purpose of warranty repairs - 6 months unlimited hours. However, if the Parts are fitted by a JCB Dealer the warranty period will be 12 months unlimited hours from the date of fitment.

f Where within the warranty period of a JCB Product, a defective JCB Part is replaced with a new JCB Part; the warranty with respect to the new JCB Part shall not exceed the un-expired portion of the warranty period of the original JCB Product.

g Unless otherwise expressly approved in writing by the JCB Dealer the warranty periods shall start:

i On the date of delivery to the first Buyer.

ii In the case of lease or rental JCB Machines, at the time when the JCB Dealer first disposes of the JCB Product by way of lease or rental, or

iii In the case of JCB Machines previously used for demonstration, upon the initial sale, lease or rental of the JCB Machines the warranty period shall be 1 year and unlimited hours, provided the expiry date does not exceed 18 months from the date of delivery to the JCB Dealer.

EXCEPT AS EXPRESSLY PROVED IN THE FOREGOING PREVIONS OF THIS WARRANTY NEITHER THE JCB DEALER NOR JCB SHALL HAVE ANY OBLIGATION DUTY OR LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUARY DUTY) OR OTHERWISE HOWSOEVER IN CONNECTION WITH ANY JCB PRODUCT OTHER THAN FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR FOR FRAUD ON THE PART OF ANY OF ITS EMPLOYEES WHILST ACTING THE COURSE OF THEIR EMPLOYMENT. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, NEITHER THE JCB DEALER NOR JCB ACCEPTS ANY LIABILITY, EXPRESS OR IMPLIED, AS TO THE CONFORMITY OF ANY JCB PRODUCT TO ANY PARTICULAR DESCRIPTION, OR AS TO THE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT (EXCEPT AS AGAINST ANY PERSON DEALING AS A CONSUMER AS DEFINED IN THE UNFAIR CONTRACT TERMS ACT 1977) OR FOR ANY CONSEQUENTIAL LOSS OR DAMAGE SUFFERED DIRECTLY OR INDIRECTLY INCLUDING BUT NOT LIMITED TO WASTED TIME OR EXPENDITURE, LOSS OF PROFIT, USE OR BUSINESS REVENUES OR LIABILITY BY WAY OF IDEMNITY, CONTRIBUTION OR OTHERWISE. WHERE PURSUANT TO ITS JCB PRODUCT IMPROVEMENT POLICY JCB MAKES ANY ALTERATION IN THE DESIGN OR SPECIFICATION OF ANY JCB PRODUCT THE JCB DEALER RESERVES THE RIGHT TO SUPPLY JCB PRODUCTS CONFORMING TO THE ALTERED DESIGN OR SPECIFICATION IN FULFILMENT OF THE BUYERS ORDER.
Notes
4. Customers Obligations

To maintain the machine in accordance with the regular maintenance requirements as detailed in the Operator's Handbook.

To release the machine for the first applicable service.

To use only genuine JCB parts, or parts of equivalent quality.

To make the machine available immediately for warranty repairs.

To ensure that trained personnel carry out the regular services detailed in the Operator's Handbook.

To ensure that only fully trained and experienced personnel are allowed to operate the machine.

To complete and forward the Registration Card to your Dealer.

To complete the applicable Installation procedure.

In the event of a fault occurring with the machine, contact your nearest JCB Dealer, giving an accurate description of the fault, the machine model and its Serial Number.
4. Customers Obligations

Notes
5. Dealer’s Obligations

1 General

To retain the registration card for reference and review by JCB.

To report the retail date to JCB using the JCB Sales Seven Day Report. This will be used as the commencement date of the warranty period.

JCB Dealers should carry out without charge to customers all work which in the Dealer’s opinion will be acceptable under the terms of the manufacturer’s warranty and submit claims in respect of such work.

The Dealer accepts responsibility to provide a prompt and efficient warranty service for any JCB machine within the territory at either the customer’s or JCB’s request and submit warranty claims in respect of such repairs.

The Dealer accepts responsibility to carry out promptly, without charge, modifications to any JCB machine located in the Dealer’s territory as maybe required by JCB and submit warranty claims in respect of such modifications as instructed.

If in the Dealers opinion a defect has arisen due to incorrect operating techniques, negligence, accident or lack of correct maintenance etc. the customer must be advised that such defects will not be the subject of a warranty claim.

Not to use, fit or supply any parts other than JCB parts in connection with the execution of warranty repairs, free servicing and modifications required by JCB.

To complete accurately, comprehensively and submit such warranty claims within 21 days from the completion of the repair. In addition and where requested, supply digital photographs clearly showing the defect detailed in the warranty claim.

To notify JCB of any JCB products protected beyond the terms of the manufacturer’s warranty by a third party or any other party.

2 Inspection of Machines on Arrival at Dealers

The Dealer should inspect the machine upon arrival to ensure the machine has been delivered free from damage.

Any damage noted should be recorded on the carrier’s documents.

Costs incurred for repairs resulting from damage caused by the carrier, should be recovered from the carrier.

3 Monthly Stock Checks.

It is the responsibility of every Dealer to maintain machines in stock in good condition.

Machines held in stock for one calendar month and each month thereafter, must be inspected as prescribed. This will ensure machines are in good condition prior to pre-sale preparations to prevent:

a Deterioration whilst in stock.

b Customer dissatisfaction

c Increased incidence of warranty claims

4 Pre Sale Preparations

It is imperative that the JCB Dealer prepares machines immediately prior to the sale of that machine. This will ensure the customer receives a new machine in first class condition.

Comprehensive checklists are available by machine type to ensure this work is conducted consistently and as recommended by JCB. Such checklists should be retained by the Dealer and available for audit should the need arise.

Defects identified during the Pre Sale Preparations should be claimed in the normal manner.
5 Machine Installation

It is essential all JCB products be installed professionally to meet the requirements of Product Liability legislation and to enhance the customer relationship.

Unsatisfactory installation of JCB products may leave Dealers liable to prosecution in the event of an incident in which the customer claims lack of suitable instruction at the point of sale.

To facilitate the professional installation of our products training courses are available from JCB Training. The installation prompt sheet and the relevant Operators Handbook should be used to install the machine with the customer.

The prompt sheet ensures that the relevant aspects of machine familiarisation, safety precautions, maintenance, service and warranty are discussed with the customer. On completion of the installation the customer should sign the prompt sheet and a copy retained by the Dealer for future reference.

6 Warranty

The warranty terms and conditions are governed by the Conditions of Sale appended to the Dealer Agreement.

The Dealer agrees to sell JCB products purchased under this agreement, (subject to the Conditions of Sale) and to give to each purchaser of new JCB products a warranty at least in like terms to the manufacturer's warranty. Effectively therefore, the Dealer passes to each purchaser the benefit of the manufacturer's warranty but no further or otherwise.

The Dealer is not prohibited from varying the Condition of Sale or from extending in any way the warranty given to each purchaser of new JCB products, provided no further liability or obligation is imposed on JCB. The Dealer indemnifies JCB in respect of such liability or obligation.

7 Records

The Dealer is required to keep records to support the compilation of warranty claims for the purposes of warranty review for a minimum of 4 years following the date the claim was submitted to JCB. Typically, these records should include but not limited to:

a Monthly Stock Check Records
b Registration Document
c Installation Document
d PDI Reports
e Service Records
f Engineer Job Cards
g Parts Issue Notes
h Sublet Invoices
i Diagnostic Results

Such records should include, where appropriate, Customer Signatures, an explanation of the Complaint, what Caused the Complaint and Corrective Action taken to remedy the Complaint (3C's), the results of any diagnostic tests and additional information such as component serial numbers.

Note: i) These records may be kept electronically.

Note: ii) Local Tax Authorities may require certain documents to be kept for longer periods e.g. invoices in the UK must be retained for 7 years. Always check requirements with your local authorities.
6. JCB’s Obligations

1 General

a The JCB Company which manufactured the JCB product undertakes as its sole warranty to make good by repair or replacement, at its option, by a JCB Dealer, free of all charge, any defects arising in JCB products in the manufacturer’s opinion from faulty materials or workmanship which become apparent during the warranty period, subject to the provisions detailed in 1.b.

b The above sole warranty is subject to the following conditions:

i The manufacturer's liability extends only to giving credit to the Dealer for carrying out such repair or replacement, on terms agreed from time to time between the Dealer and the manufacturer following the submission of a warranty claim.

ii The manufacturer’s warranty does not extend to failures, defects or damage attributable to wear and tear, improper adjustment, neglect, misuse, and alteration of specification or accident.

iii When requested, the Dealer must return all defective parts to JCB with the full particulars of the defect included on the warranty claim.

iv In the event any warranty claim is declined by the manufacturer, returned parts will be destroyed unless the Dealer to the contrary gave specific instructions when the manufacturer requested the parts.

v Any claims relating to routine services specified by the manufacturer must be returned upon completion of such service.

vi Warranty claims will only be considered if genuine JCB parts and lubricants listed in the relevant parts catalogue are used in relation to any work carried out under the manufacturer’s warranty.

vii The manufacturer's warranty is strictly limited to new JCB products.

viii The manufacturer accepts no responsibility for damage by fire or accident of any kind to any JCB product returned to it under the terms of the manufacturer’s warranty.

ix The manufacturer accepts no responsibility for any accident to JCB products whilst on its premises.

x The manufacturer’s warranty shall cease to have effect if the Number or name Plate or other numbers or marks affixed to any JCB product are removed, defaced, altered or tampered with.

c Except as expressly provided in the foregoing provisions of this condition 1. or as otherwise agreed in writing by the manufacturer, JCB shall not have any obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever in connection with any JCB product other than for death or personal injury resulting from its negligence or for fraud on the part of any of its employees whilst acting in the course of their employment. Without prejudice to the liability, expressed or implied, as to the conformity of any JCB product to any particular description, or as to the quality or fitness for any particular consumer (as defined in the Unfair Contract Terms Act 1977) or for any indirect or consequential loss or damage, including but not limited to wasted time, expenditure, loss of profit, use of business revenues or liability by way of indemnity, contribution or otherwise.
Notes
2 Warranty Claims

To adjudicate warranty claims submitted by the Dealer on average within 28 days following receipt of the claim at JCB. The date of receipt of a claim will be that on the JCB warranty system.

To ensure all claims, for which adjudication can not be concluded promptly, are adjudicated within 60 days maximum following receipt of the claim at JCB.

To issue credits for approved claims in full or part within 7 days of the adjudication.

In the case of declined claims, JCB will advise the reason for declining such claims by the use of a code. In the case where a claim is declined for "other reason/s" these reason/s will be always specified in the Dealer comments section of the warranty claim. Detailed reasons for declining claims will be considered upon request in writing.

Where requested by the dealer in writing to the Warranty Manager and within 28 days of notification of a declined claim, together with a substantive reason for review, such declined claims will be reviewed. Dealers will be advised of the outcome of such a review within 28 days of the request being made, stating the reasons for the conclusion reached. This will include a response even if the outcome of a review results in no change to the status of the claim.

3 Modifications (Field Service Instructions (F.S. I.s))

JCB accept the responsibility to issue clear and comprehensive instructions to Dealers, as and when required to carry out modifications to machines in service. Such instructions will include, the range of products affected, warranty details, and reason for modification, how to conduct the modification and completion dates.

4 Transfer of Warranty

Following a change of ownership within the warranty period, the balance of the warranty period may be transferred to the new owner upon receipt of the new owners details, specifically, name, address, date ownership changed and the machine serial number, in writing to the Warranty Manager.

Such transferred warranties will continue uninterrupted and expiry based upon the original date of sale reported by the Dealer to the first owner.

There is no limit to the number of times the warranty may be transferred.

Retaining the new owner's details allows us in the event of a modification to promptly contact the current owner and expedite such modifications.

5 Oils and Lubricants

Where a clearly definable quantity of oil is used directly in a warranty repair, such oils and lubricants may be included in the claim, so long as this is not coincident with the recommended oil service interval.

For example:

a 15 litres of oil may be claimed following a crown wheel and pinion failure at 389 hours on a 3CX front axle.

b A leaking hydraulic tank cap at 998 hours, which required 100ml of hydraulic oil to restore the system to the correct oil level, would not be acceptable in a warranty claim.

6 Repair Times

JCB will adjudicate the labour element of any warranty claim using the "Repair Time Schedules" (RTS) as published by JCB.

Where no RTS time exists, then the labour hours claimed must not exceed that recorded by the engineer.

Where the repairs exceed the RTS value, additional labour hours will be considered providing adequate justification is given. Please note, as agreed by "A N Other" is not adequate justification.
7 Parts Warranty

For JCB Parts (as specified in the JCB Parts Catalogue) which are not installed on JCB Machines prior to delivery and not used for the purpose of warranty repairs which in turn become the subject of a warranty claim, such claims must refer to the machine to which they are fitted and contain any relevant component serial numbers.

8 Machine Transportation

Consideration will be given to machine transportation incurred by the Dealer in recovering a machine to the nearest Dealer depot to complete warranty repairs during the warranty period in line with the criteria detailed below:

a Limited to those repairs which, in JCB's opinion can not be reasonably completed in situ.

b Difficult site conditions.

c Where the location of the machine poses a hazard and / or obstruction.

d For re-painting machines.

Reasons for machine transportation must be clearly stated on the warranty claim.
9 Diagnostic Times

<table>
<thead>
<tr>
<th>Simple System</th>
<th>Intermediate System</th>
<th>Complex System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electric</td>
<td>Continuous Fault</td>
<td>Many Components</td>
</tr>
<tr>
<td>Hydraulic</td>
<td>&lt; 6 components</td>
<td>Intermittent fault</td>
</tr>
<tr>
<td>Transmission</td>
<td>&lt; 13 components</td>
<td></td>
</tr>
<tr>
<td>Labour Allowance</td>
<td>1 hour</td>
<td>2 hours</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 hours</td>
</tr>
</tbody>
</table>

Where diagnostic time is not specified in the relevant Repair Time Schedule (RTS) the matrix shown here will be used to consider warranty claims, which include additional labour for fault finding. ⇒ Table 1. (Matrix) (¶ 21)

10 Courtesy Machines

Warranty claims for courtesy machines will only be considered against the criteria detailed below:

a Where the Dealer has exhausted all other possible remedies e.g. conduct repairs at weekends, replace assemblies, etc.

b Only those repairs which take above 2 working days (48 hours) to complete. This excludes any delay in the availability of parts.

c Duration of courtesy machine consideration will be limited to 1 week.

d Consideration will be limited to those defects which render the machine unusable.

e No competitors machines to be used as courtesy machines.

f Dealers are responsible for the management of Courtesy Machines.

Operationally, consideration for the use of courtesy machines will be provide in 2 tiers.

a Tier 1.

Dealers must utilise used equipment wherever possible to furnish customers with courtesy machines. This being so, the direct costs incurred during the period of use as a courtesy machine and the costs associated with returning the machine to used equipment stock may be included on a warranty claim for consideration.

b Tier 2.

Where no used equipment is available a courtesy machine may be hired. This being so, the hire charge may be included on a warranty claim for consideration. Reimbursement is detailed in a Warranty Bulletin issued from time to time.

11 Temporary Repairs

Individual warranty claims for temporary repairs will be considered on merit.
7. Non Warrantable Items

1 General

Only items covered by JCB's warranty contained in the Dealer Agreement are covered by warranty, and in the event of any inconsistency between this Warranty Guide and the Dealer Agreement the Dealer Agreement shall govern.

Matters excluded from warranty include, but are not limited to:

a Any damage caused to the JCB product as a result of negligence, neglect misuse, abuse, accident, improper repair, or default of the owner, his agents or operators, or any third party action.

b The owner's unreasonable delay in making his JCB product available after being notified by JCB and/or his Dealer of a potential product problem.

c The owner's continued use of a JCB product despite his knowledge a problem exists.

d Damage or deterioration as a result of incorrect storage.

e Oil analysis not specifically requested by JCB.

f Additional labour related expenses such as, meals, lodgings, tolls, flights, ferry charges, travel time, etc.

g Conditions resulting from a failure to maintain the JCB product in accordance with the routine maintenance requirements as detailed in the Operator's Handbook.

h Modifications or changes not specifically approved in writing by JCB.

2 Consumables

Items such as loctite, welding rods, rags, paper towels, floor dry, disposal fees, etc. used in the normal course of service work are not considered within the scope of this warranty.

3 Cooling Systems

Cooling system problems attributed to airflow restriction caused by blocked and/or contaminated radiators / coolers etc.

4 Contaminated Fuel

Except in cases where the source of contamination can be directly attributable to the JCB product, fuel system equipment (pumps, injectors, filters, pipe etc.) defects resulting from water and contaminated fuels will not considered within the scope of this warranty.

5 Glass

Disintegration of toughened glass or damage to the surface of laminated glass in the form of chipping or star like cracks is caused by the surface being struck by a hard object (typically a stone). Therefore such damage or replacement is not considered within the scope of this warranty.

6 Tyres

With the exception of JCB branded tyres, all other makes of tyre e.g. Goodyear, Firestone, Michelin etc. must be addressed to the tyre manufacturer's agent/ s.

When considered, warranty claims for JCB tyres will be reimbursed in proportion to the useful service life remaining.

7 Adjustments

Routine adjustments beyond the first 100 hour of operation, (which may require attention from time to time) are detailed in the service schedules of the Operator's Handbook and as such are not considered within the scope of this warranty.
8 Wear Parts

These parts are by their nature subject to deterioration during their life and as such are excluded from the scope of this warranty. These parts include for example:

Cutting edges, toeplates, bucket teeth, side cutters, breaker steels, track plates, track bolts, fan belts, wiper blades, pivot bushes, pivot pins, stabilizer feet, parking brake pads, clutches, brake counter plates, brake friction plates, etc.

Warranty claims will only be considered for wear parts when a material defect exists.

9 Wear and Tear

Depending upon operating conditions and operating methods the life of wear parts may be exacerbated. Repairs resulting from such conditions and/or methods are not considered within the scope of this warranty.

10 Electrics

Bulbs and fuses are not considered within the scope of this warranty.
8. Goodwill

Goodwill is defined as a claim made outside the warranty period.

JCB Dealers are permitted to submit warranty claims for consideration, for repairs which in the dealer's opinion would have been acceptable during the warranty period, subject to:

1. All such claims must be identified as policy claims.

2. Customers should be informed that a policy warranty claim is being submitted for consideration and that hours worked, age, application maintenance etc. will be taken into account when adjudicating such claims.

3. Where such claims are accepted in full or in part, the credit given to the customer by the Dealer should be extended to the amount originally invoiced to the customer, i.e. uplifted to retail in full or in proportion if accepted in part.

4. It is anticipated that costs for Courtesy Machines and/or Machine Transportation will NOT routinely included on Policy claims.

To ensure the consistent adjudication of policy warranty claims, such claims will be adjudicated based upon matrices of hours worked and machine age held in the warranty database. The settlements suggested on these matrices are based upon the percentage of the same claim presented during the warranty period.
9. Extended Warranty

JCB offers various extended warranty plans to meet customer and / or market requirements offered under the JCB Assetcare family of plans, namely:

- JCB Assetcare ~ Premier Cover
- JCB Assetcare ~ Machinery Protection Plan.
- JCB Assetcare ~ Driveline Cover
- JCB Assetcare ~ Major Component Plan

Note: Not all the above plans are available in all markets.

JCB Assetcare ~ Premier Cover

This plan offers the same component protection as the initial new machine warranty. The plan is defined in detail in a JCB Assetcare Guide.

JCB Assetcare ~ Machinery Protection Plan (MPP)

This plan is designed to offer JCB customers a comprehensive level of protection beyond the warranty period. The plan is defined in detail in an A4 JCB Assetcare , Machinery Protection Plan Contract Document available from JCB Service.

JCB Assetcare ~ Driveline Cover

The plan covers Backhoe Loaders and Loadalls with mechanical Transmissions only and includes the engine, transmission and axles. See JCB Assetcare Guide for details.

JCB Assetcare ~ Major Component Plan

This plan protects the machines major components for either 1 or 2 additional years beyond the warranty period. The major components covered for each machine are defined in the A4 Contract Document provided by JCB Service.
10. Warranty Parts Returns

Dealers are required when requested to return the parts associated with a warranty claim.

Such parts are required to:

1. Establish the root cause of the defect, thereby ensuring the appropriate remedial actions are identified and expedited.

2. Support any counter claim we may have with our suppliers.

3. Validate warranty claims.

Dealers will be notified to return parts associated with a warranty claim by the issue of a Warranty Parts Return Label shown here. " Fig 1. (\[31\]"

All warranty parts returns, unless otherwise directed, must be sent to the following address:

Warranty Parts Return Centre, Bay 14
JCB Service,
World Parts Centre,
Beamhurst,
Uttoxeter,
Staffordshire,
ST14 5PA,
England

Our U.K. parts carrier will collect from the Dealer warranty parts to be returned to the Warranty Parts Return Centre. Details of this service can be obtained from JCB Service on Tel. No. 01889 593235.

Dealers may deliver warranty parts by prior agreement with the Warranty Parts Return Centre Administrator as follows:

Monday to Thursday 08.00 - 12.30 and 13.30 - 17.00
Friday 08.00 - 13.00

When returning parts the following must be observed:

1. The Warranty Parts Return Label must be attached to the defective part to be returned. This should be done in such a manner as to ensure that the label does not become defaced during transit.

2. Parts to be returned are to be packed in the as failed condition, the exterior cleaned (where this in the Dealer’s opinion does not affect the reason for failure).

3. Parts to be returned are to be packed in such a manner as to be protected from the elements during transit and storage. Contamination by water, dirt ingress etc. may adversely affect defect analysis.

4. Parts to be returned are to be packed in such a manner to prevent them being damaged during transit or storage.
5 Boxes used to return warranty parts must be clearly labelled on the sides of such boxes as "WARRANTY PARTS RETURNS." Remember that labels appended to the top of a box can not be read when other boxes are stacked upon it.

6 Hydraulic valves, rams, transmissions, axles, engines, coolers etc. must be drained of all fluids prior to return to the Warranty Parts Return Centre. If required fluid samples should be returned separately in a suitably clean and robust container, adequately identified.

7 Hydraulic valves, rams, transmissions, axles, engines, coolers etc. must have all ports securely plugged and / or capped before they are returned to the Warranty Parts Return Centre.

8 In the event we do not request the parts to be returned to JCB, such parts should be retained by the Dealer for 60 Days after such a warranty claim has been credited.

9 In the event returned parts are not defective i.e. "No Fault Found," such parts will be available for collection for 28 days following notification. Thereafter such parts will be scrapped / destroyed.
Notes
11. Warranty Review

JCB will from time to time reserve the right to review the Dealer’s warranty processes to ensure the policies outlined in this Guide are being observed, that warranty claims are correctly valued and presented.

Typically, such reviews would include the examination of a number of warranty claims of all types e.g. Standard, Policy, FSI’s, Parts (including Attachments), Labour Only, Extended (Assetcare/plan), Declined etc.

Warranty claims will typically be selected from the Dealers warranty submissions made in the period since any previous review.

Dealer documents required to complete an review would include, but not be limited to: Engineers’ Job Cards, Time Sheets, Parts Issue Notes, etc. Documents maybe held electronically.

1 Presently, warranty reviews maybe conducted by JCB personnel and take the form outlined below:

The integrity of warranty claims is essential if we are to successfully use the detail within the claims to expedite product improvements. Therefore, the following elements should be examined:

a Are the Machine Hours correct?
b Is the Fail Date correct?
c Is The Repair Date correct?
d Is the Submission Date correct?
e If applicable, do sublet invoices correspond?
f Are Installation Dates on Parts Claims correct?
g Is the failed part the correct one?
h Are quantities of parts claimed correct?
i Have the parts been purchased from JCB?
j Does the Parts Issue Note match the claim?
k Do the consequential parts relate to the claim?
l Are the labour hours claimed equal to that spent on the repair?
m Where applicable, is the mileage claimed correct?
n Have the Customers been invoiced correctly in connection with Policy warranty claims?

2 Warranty Parts Storage

Parts returned to JCB via the warranty system are frequently used to identify the “root” cause(s) for their return and in doing so provide JCB with the opportunity to improve its products. Therefore, parts replaced under warranty must be handled with care. The following should be checked:

a Is there a designated area for the storage of warranty parts?
b Is it secure and shielded from customer view?
c Is it clean and tidy, protected from the elements?
d Can parts be readily identified?
e Are parts clean, ports plugged etc.?

3 Miscellaneous

The occasion of a Warranty review presents an opportunity to review other aspects of the Dealer's Obligations. This may include but not be limited to:

a The Dealers FSI closure performance and processes.
b The management of stock and demonstration machines.
c Installation processes and records.
d Any Dealer issues with Warranty.
4 Reporting

Normal practice would be to record any issues found during the review. These issues can then be reviewed with the appropriate team(s) here at JCB before issuing a letter to the Dealer outlining our considered view. This letter is to be issued as soon as possible after the review.

Please note, JCB may look to recovery any reasonable costs associated with discrepancies in the valuation of warranty claims.

Alternatively,

The Warranty Review maybe conducted by a third party (MSX International) acting on JCB’s behalf.

This review will take place using a pre-determined list of discrepancies, against which a representative sample of warranty claims will be reviewed.

Recording findings on either a spreadsheet or MSX WIRE software, a report is produced detailing any deficiencies and a value of the claims at risk.

It is the Dealer’s responsibility to act upon any recommendations