



TRIMBLE PROTECTED PROTECTION PLAN TERMS AND CONDITIONS

1. DEFINITIONS [AS USED HEREIN, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS:]

- 1.1. "Environmental Damage" means damage from dust, heat, humidity, and salt air, provided that the Product is being used in accordance with the operator's manual and specifications.
- 1.2. "Fix" or "Fixes" means an error correction or other update created to fix a previous Software version that does not substantially conform to its published specifications.
- 1.3. A "Major Upgrade" means when significant new features are added to Software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a significant new feature and a Major Upgrade.
- 1.4. A "Minor Update" means when enhancements are made to current features in Software.
- 1.5. "Preventive Maintenance" means adjustment and calibration.
- 1.6. "Protection Plan" means the Software protection plan or Hardware protection plans discussed in these terms and conditions, including any combination thereof.
- 1.7. "Protection Plan Certificate" means the document issued by Trimble and provided to the Customer by a Trimble authorized reseller listing those Products and Software for which You have purchased a Protection Plan.
- 1.8. "Products" means those Trimble hardware products (including Spectra-branded hardware products) listed on the Protection Plan Certificate.
- 1.9. "SITECH Dealer" means a SITECH dealer authorized by Trimble to sell Trimble Protected Premium Protection Plans.
- 1.10. "Software" means the computer software listed on the Protection Plan Certificate provided with the Products purchased by You (whether the software is built into hardware circuitry as firmware, embedded in flash memory, or stored on magnetic or other media), or provided as a stand-alone computer software product.
- 1.11. "Technical Support" means assistance provided over email, internet chat, remote diagnostic tools, or telephone by Trimble.
- 1.12. "Trimble" means Trimble Inc. and/or its affiliates.
- 1.13. "Wear and Tear" means damage from repetitive use resulting in equipment that does not function to specification, excluding cosmetic damage that does not affect the functioning of the Product.
- 1.14. "You" means the Purchaser or Company Name as set forth on the Protection Plan Certificate.

2. SOFTWARE PROTECTION PLAN

[APPLICABLE TO SOFTWARE PRODUCTS LISTED IN THE PROTECTION PLAN CERTIFICATE, IF ANY]

- 2.1 Software Protection Plan. During the Protection Plan period, You will be entitled to receive, at no additional charge, such Fixes and Minor Updates to the Software as Trimble may develop for general release, subject to the procedures for delivery to purchasers of Trimble products generally. If You have purchased the Products or this Protection Plan from an authorized Trimble reseller rather than from Trimble directly, Trimble may, in its sole discretion, forward the Fix or Minor Update to the Trimble distributor for final distribution to you. Major Upgrades, new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this Software maintenance process.
- 2.2 Software Protection Plan Exclusions. Trimble will not be obligated to provide maintenance for any Software that
 - (a) has been altered or modified in any way without Trimble's authorization; (b) has problems resulting from interaction with third party software or hardware not supported by Trimble; or (c) has problems caused by misuse, or improper or inadequate, installation, maintenance or storage by You.

3. PRODUCT PROTECTION PLAN

[APPLICABLE TO PRODUCTS LISTED IN PROTECTION PLAN CERTIFICATE, IF ANY. CERTAIN PRODUCTS ARE SUBJECT TO ADDITIONAL COVERAGE AND/OR TERMS AND CONDITIONS. PLEASE REFER TO SECTION 8, SPECIAL TERMS AND CONDITIONS, BELOW].

- 3.1. Product Protection Plan. During the Product Protection Plan period specified in the Protection Plan Certificate, Trimble warrants that the Products will perform substantially in accordance with published specifications and be substantially free of defects in material and workmanship. Except as set forth in Section 3.2 below, this Protection Plan covers (a) damage from Wear and Tear; (b) Environmental Damage; and (c) power surge damage due to a surge in Trimble-manufactured power supplies.

Trimble will, at its option, either repair or replace Products that prove to be defective. You will pay all shipping charges for Products returned for warranty repair service. Trimble will pay all shipping charges for the return of Products to You. These are your sole remedies, and Trimble's sole liability, for any breach of this Protection Plan.

- 3.2. Product Protection Plan Exclusions. This Protection Plan only applies in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and (b) the Product is not modified, misused or abused. This Protection Plan shall not apply to, and Trimble shall not be responsible for, defects or performance problems resulting from (a) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces, or devices not made, supplied, or specified by Trimble (including any third party guidance or steering control hardware or

software); (b) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (c) the unauthorized installation, modification, or use of the Product; (d) damage caused by accident; (e) damage caused by lightning or other electrical discharge or power surge from non-Trimble power supplies (except as provided in Section 8.3 below); (f) fresh or salt water immersion or spray (outside of Product specifications), or exposure to environmental conditions for which the Product is not intended including damage caused by natural disaster or act of nature such as floods, fires, tornadoes, hurricanes, earthquakes or any other environmental act that can't be seen or prevented or other hazard outside of Trimble's control; or (g) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product.

4. REPAIR/REPLACEMENT POLICY AND PROCEDURES; SOFTWARE SUPPORT

If You have purchased the Software or Products or this Protection Plan from a Trimble distributor and not from Trimble directly, You may either:

- (a) contact your Trimble distributor for repair assistance; or
- (b) return the defective Software and/or Products directly to the appropriate Trimble authorized service provider.

Trimble, or the Trimble authorized service provider, will repair the defective Software or Product and return it to you. Trimble, or the Trimble authorized service provider, reserves the right to use either new, or warranted as new, replacement parts to repair the defective Software or Product. All used parts shall become the property of Trimble.

5. CONSUMERS

Products come with guarantees that cannot be excluded under the Australian Consumer Law. If You purchased the Product in Australia, You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. In addition, You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure. This Protection Plan is in addition to any mandatory rights and remedies that You may have under the Australian Consumer Law.

6. ADDITIONAL REQUIREMENTS

- 6.1. Your Product must be in good working condition to be eligible to have a Protection Plan attached to it. You must provide an accurate and valid serial number for each Product at the time of purchase of the Protection Plan.
- 6.2. Trimble reserves the right to refuse service or terminate this Protection Plan if You have provided false or misleading information during the purchase of this Protection Plan.
- 6.3. If your coverage under a Protection Plan or factory warranty has expired by 90 days or more, renewal of maintenance coverage under Protection Plan will require additional reinstatement charges.

7. DISCLAIMER OF WARRANTY/ LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL TRIMBLE SOFTWARE, PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BY EITHER TRIMBLE OR ANY OTHER PARTY INVOLVED IN THEIR CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION. THE ABOVE WARRANTIES SHALL NOT APPLY TO, AND TRIMBLE SHALL NOT BE RESPONSIBLE FOR, PERFORMANCE PROBLEMS RESULTING FROM PURCHASER DATA. THE ENTIRE RISK, AS TO THE QUALITY AND PERFORMANCE OF THE TRIMBLE HARDWARE AND SOFTWARE PRODUCTS AND DOCUMENTATION, IS WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF GPS SATELLITES OR THE AVAILABILITY OF GPS SATELLITE SIGNALS. IN NO EVENT WILL TRIMBLE OR ANY OTHER PARTY INVOLVED IN CREATION, PRODUCTION, INSTALLATION OR DISTRIBUTION OF THE PRODUCTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER ANY CIRCUMSTANCE OR LEGAL THEORY RELATING IN ANY WAY TO THE PRODUCTS, AND ACCOMPANYING DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER TRIMBLE HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND REGARDLESS OF THE COURSE OF DEALING WHICH DEVELOPS OR HAS DEVELOPED BETWEEN YOU AND TRIMBLE.

BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN ADDITION, IF YOU ARE A CONSUMER, YOU MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE CONSUMER PROTECTION LAWS AGAINST US OR THE ENTITY OR PERSON FROM WHOM YOU ACQUIRED THE PRODUCTS OR THIS PROTECTION PLAN.

8. SPECIAL TERMS AND CONDITIONS

- 8.1. **TOTAL STATIONS AND SCANNERS.** If You purchased a total station or scanner Protection Plan that includes Preventive Maintenance, You will be entitled to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The Preventive Maintenance must be performed during the term of your Protection Plan by a Trimble authorized service provider that is certified to perform such services or a Trimble Regional Service Center.
- 8.2. **SX10 and SX12.** Notwithstanding the provisions of Section 8.1, if your Product is an SX10 or an SX12 and You purchased a Protection Plan that includes preventive maintenance, You will be entitled only to one (1) adjustment and calibration service for the Product for each year in which the Protection Plan is purchased. The preventive maintenance service must be performed by a Trimble authorized service provider that is certified to perform such services or by a Trimble Regional Service Center.
- 8.3. **NETR9 and Alloy.** If your Product is a NETR9 or Alloy Receiver, except as set forth in Section 3.2 above, this Protection Plan covers damage from lightning or other electrical discharge, when used with properly installed surge suppression.
- 8.4. **RAPID REPLACE (AVAILABLE FOR AGRICULTURAL PRODUCTS ONLY).** If You purchased a Rapid Replace Plan from a third party other than Trimble, then during the term of such Rapid Replace Plan, if your Product does not conform to the warranty described in Section 3.1, You may contact your Trimble authorized reseller to arrange for a rapid replacement of your Product or accessory covered by such Rapid Replace Plan. Your authorized reseller will

contact Trimble technical support to verify a non-conformity in your Product. The Trimble authorized reseller will replace the defective Product with (i) a new Product from such reseller's inventory, if available, or (ii) a Product ordered from Trimble, which will be shipped with expedited shipping. Your Trimble authorized reseller will be responsible for returning your original Product to Trimble and delivering the replacement Product to You. Your Trimble authorized reseller will be responsible for any necessary installation service for the replacement Product. All Products that are returned, and for which a replacement Product is provided, shall become the property of Trimble.

- 8.5. **Trimble Protected Premium/Spectra Geospatial Protected Premium.** If You purchased Trimble Protected Premium or Spectra Geospatial Protected Premium, your Protection Plan includes accidental damage coverage for your Products. Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) your Product with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product. Trimble will replace your Product one time, at which time your Protection Plan is fulfilled and terminated. Accidental damage coverage begins at point of Protection Plan sale, runs concurrently with the Trimble factory warranty, and throughout the Protection Plan period. Accidental damage coverage does not provide protection against theft, loss, reckless, or abusive conduct associated with the handling and use of your Product, cosmetic damage and / or other damage that does not affect the functionality of your Product, damage from natural disaster, or damage caused during shipment between You and your distributor or a Trimble Service Center. If You purchased a Trimble Protected Premium or Spectra Geospatial Protected Premium protection plan bundle and all or part of your Products are replaced, only the hardware portion of your Protection Plan applicable to your Products terminates, and the portion applicable to the Software You purchased remains in full force and effect. You can relinquish your Trimble Access, SiteWorks, or Origin license and transfer it to a different Product to use until the expiration of your Trimble Protected Premium or Spectra Geospatial Protected Premium Protection Plan.
- 8.6. **PURCHASE OF EARTHWORKS ON MACHINE SYSTEM FROM SITECH DEALER.**
This Section 8.6 applies only if You purchased an Earthworks On Machine system and Trimble Protected Premium from a SITECH Dealer and supersedes Section 8.5. Trimble will cover parts and labor costs to repair or replace (at Trimble's discretion) any Product within such Earthworks On Machine System (including any unserialized components such as cables and brackets) with a new or refurbished Product when it experiences a failure caused by damage from drops, falls, or spills associated with the handling and use of your Product as many times as are required until the expiration of your Protection Plan.

9. MISCELLANEOUS

- 9.1. **Not Insurance.** This Protection Plan is not an insurance policy. Notwithstanding the foregoing, in certain jurisdictions the accidental damage coverage component of the Protection Plan may constitute insurance, in which case additional terms and conditions of the underwriter shall follow these terms and conditions.
- 9.2. **Assignment & Transferability.** This Protection Plan may only be transferred (i) by Trimble to a new Product in the exercise of Trimble's replacement option under Section 3.1 or (ii) by you, in the event of sale or transfer of the Products to a new owner. Notification of the ownership transfer must be given to Trimble, and the new owner must register with Trimble. Trimble will not be required to provide services under this Protection Plan to any assignee or transferee who is not registered with Trimble.
- 9.3. **Entire Understanding; Modifications.** This Protection Plan sets forth the entire understanding of the parties regarding its subject matter, and completely supersedes and negates any other related prior or contemporaneous representations, understandings, or agreements. No change to this Protection Plan will be effective unless in writing and signed by Trimble.
- 9.4. **Governing Law; Jurisdiction and Venue.** This Protection Plan and any dispute, claim or controversy arising therefrom shall be governed by the laws of the applicable location set forth below, unless expressly prohibited by local law, in each case without reference to "conflict of laws" principles: If You have acquired the Products, Software, or Protection Plan in:
- (a) **The United States:** This Protection Plan shall be governed by and construed under Delaware law and applicable United States federal law, without reference to "conflict of laws" principles or provisions.
 - (b) **Canada:** This Protection Plan is governed by the laws of the Province of Ontario, Canada.
 - (c) **The rest of the world:** This Protection Plan shall be governed by and construed under the laws of The Netherlands. Any claim or dispute hereunder shall be submitted to binding arbitration, to be held in Eindhoven, The Netherlands, under the arbitration rules of the United Nations Commission on International Trade Law ("UNCITRAL"). Any arbitration proceeding hereunder shall be conducted in English before a single arbitrator, selected in accordance with the rules of UNCITRAL. After each party has been afforded a reasonable opportunity to present written and testimonial evidence in support of its position in any such arbitration proceeding, the arbitrator shall issue his/her decision and award, which shall be in writing, stating the reasons therefore, and be final and binding upon the parties. Any arbitration award under this paragraph may be enforced in any court of competent jurisdiction.
 - (d) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Notwithstanding the provisions of this paragraph, Trimble shall have the right to seek relief in any court of competent jurisdiction to obtain injunctive relief.

Contact Information:

[U.S. purchasers only]

Trimble Inc.

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Phone: 1-408-481-8000

[Rest of world]

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END OF TERMS AND CONDITIONS

Revised February 28, 2023

TRIMBLE NO ADDITIONAL COST ACCIDENTAL DAMAGE INSURANCE COVER AUSTRALIA

TERMS AND CONDITIONS

Introduction

For the purposes of the Accidental Damage Insurance (**AD Coverage**), **Trimble Australia Solutions Pty Ltd (Trimble)** is a group purchasing body under ASIC Corporations (Group Purchasing Bodies (GPB)) Instrument 2018/751 (**the Instrument**) and has arranged the AD Coverage through the Master Policy.

The AD Coverage is available to You (defined below), at no additional charge, under the Master Policy referenced above which has been issued to Trimble by AIG Australia Limited ABN 93 004 727 753 AFSL 381686. Level 13, 717 Bourke Street, Docklands VIC 3008. Trimble is not the issuer of the Accidental Damage Insurance Master Policy or any of the AD Coverage and neither Trimble nor any of its related corporations guarantee any of the benefits provided under such insurances. This means that, Your claim for accidental damage (**AD Claim**) will not be covered and paid by Trimble. We have however appointed Trimble to deal with the assessment but not the denial of any AD Claims. Denial of claims will be dealt with by Us.

The AD Coverage is provided to You as an incidental benefit of the **Trimble Protected Premium Plan (Plan)**. Trimble does not receive any commission or remuneration from Us for arranging the AD Cover. Neither Trimble nor any of its related corporations are Our Authorised Representatives (under the Corporations Act 2001(Cth)) or otherwise agents of Ours.

While the AD Coverage is at no additional cost to You, it is only available on the condition that You have purchased a Plan.

If You wish to make an AD Claim under this AD Coverage, You will be bound by the Definitions, Terms and Conditions, Exclusions, Limit of Liability and the Accidental Damage Claims Process set out under this AD Coverage. Therefore, please read these Terms and Conditions carefully and keep it in a safe place. Please also keep detailed particulars and proof of any loss You suffer and proof of Your eligibility for the AD Coverage.

Any benefits under the AD Coverage are separate to any legal rights under the Australian Consumer Protection Law and any rights under any Trimble factory warranty. If the Master Policy is terminated, We will continue to meet AD Claims for the AD Coverage provided that You have purchased Your Plan prior to termination of the Master Policy and Your AD Claim occurs whilst your Plan is active.

Disclosure To Be Made By Trimble

This document also constitutes the necessary disclosures required by Trimble as a group purchasing body under the Instrument.

Please note that Trimble is not an Australian financial services licensee as provided for under the Corporations Act 2001 (Cth) and is not authorised to provide any financial advice. You will need to consider whether You should obtain Your own financial product advice about the coverage from a person who is able to give such advice under an Australian financial services licence.

Pursuant to the Instrument, **Trimble** is obliged to promptly notify You when **the AD Coverage** has changed or been cancelled. Trimble will provide You with notification where:

- the coverage provided to You under the Master Policy terminates. However, no notification is required if substantially similar coverage applies or will apply for such period (or remainder of such period); or
- the Master Policy coverage is to be cancelled in accordance with its provisions or the AD Coverage provided to You is cancelled.

Please note if You are not provided with such notification, Trimble will be liable in terms of its obligations under the Master Policy to compensate You for any loss or damage You may suffer as a result of its failure to notify You.

Please also note that You are able to verify the current status of Your coverage and determine whether the Master Policy is still current by by contacting the Trimble Authorised Reseller where You purchased the Plan. You can find Trimble Authorised Reseller at the Trimble Dealer locator website: <https://www.trimble.com/en/dealer-locator> or the Trimble Service Provider locator website: <https://www.trimble.com/en/support/service-repair-locator>.

Details of Trimble's Privacy Policy and information on how Trimble collect and process Your personal information can be found at <http://trimble.com/privacy>.

Important Matters about this Insurance Cover

Special notice should be taken of the following important points regarding the AD Cover.

1. Eligibility Criteria

You are eligible for this AD Coverage if You have purchased a Plan and have been declared to Us by Trimble to be insured under the Master Policy. It is a condition of coverage that the Plan must remain operative. Accordingly, no cover will be provided once the Plan is cancelled by You. AD Claims which arose prior to such cancellation will, be eligible for coverage under these Terms and Conditions.

2. Individual Period of Insurance

The AD Coverage is provided to You for a period of five (5) consecutive calendar years commencing from the day immediately after You have satisfied the eligibility criteria.

1. There are some circumstances where cover cannot be provided. These circumstances are set out in this document below under the section headed "What you are not covered for".
2. Please also take special note of the Coverage Exclusions, Coverage Conditions and General Conditions.
3. These Terms and Conditions also contains important information about Your rights and obligations including information about the General Insurance Code of Practice, Dispute Resolution and Privacy.
4. The insurance cover may be varied by way of endorsement from time to time. Where applicable, information regarding the details and effect of any such endorsement will be provided to You.
5. Words with a special meaning are capitalised and are defined within this wording or the Definitions section below.

The Insurance Cover

You are insured during the individual period of insurance set out above, subject to the terms, conditions, exclusions and limitations set out in these Terms and Conditions and all the terms, conditions and provision of the Master Policy, including the Policy Schedule.

The insurance cover provided is subject to Trimble paying, or agreeing to pay, the premium as set out in the Master Policy.

Definitions

We use certain words and expressions in this document which have a specific meaning where they appear in capital letters in this document. Plural forms of words defined in this document have the same meaning when used in the singular form.

- **Accidental Damage** means physical damage, breakage or failure of an AD Coverage Product as a result of sudden and unforeseen damage caused by external means. Accidental Damage cover does not include failure of the AD Coverage Product due to defects in materials and/or workmanship and/ or design.
- **AD Coverage Product** means a Trimble branded hardware product, sold by Trimble or a Trimble Authorised Reseller as detailed in Your Purchase Invoice.
- **Insurer** means AIG Australia Ltd.
- **Master Policy** means the group insurance policy issued to Trimble by Us.
- **Period of Cover** means from the date You take delivery of the AD Coverage Product until the earliest of either (i) a 5 year period, or (ii) the date this AD Coverage is cancelled, or (iii) the date Your AD Coverage Product (except Trimble® Works Subscription or Trimble Protected Premium on-machine) was replaced by Us.
- **Purchase Invoice** means the document which confirms Your cover under this policy.
- **Serial number** means the unique number placed on the AD Coverage Product by Trimble prior to delivery of the AD Coverage Product to You. The Serial number is a unique identification number.
- **Service Provider** means Trimble, or any third party authorised by Trimble to repair or replace AD Coverage Products under this policy.
- **Territory** means the Commonwealth of Australia.
- **Trimble** means Trimble Australia Solutions Pty Ltd.
- **Trimble Authorised Reseller** means a third party authorised by Trimble to distribute this AD Coverage at the same time as selling You an AD Coverage Product.
- **We, Us or Our** means AIG Australia Limited ABN 93 004 727 753 AFSL 381686.
- **You/Your** means the individual, company or entity who has purchased the AD Coverage and is a beneficiary of the Master Policy.

The Cover You Receive

Risk	Cover Provided
Your AD Coverage Product is covered for Accidental Damage, commencing at the start of the Period of Cover.	<p>Trimble and/ or the Service Provider will, acting reasonably and after reasonable consultation with You, on Our behalf assess the damage to Your AD Coverage Product and determine if it can be repaired or replaced. It will be repaired when possible and economically viable. If it cannot be repaired, it will be replaced with a product of at least the same or similar specification.</p> <ul style="list-style-type: none"> • Trimble may replace original components of Your AD Coverage Product with new or refurbished components which will be functionally equivalent to the original components. • A Service Provider will complete repairs on the AD Coverage Product. • During the Period of Cover, there is no limit to the number of AD Claims which require the repair of any original components of Your AD Coverage Product • If the entire AD Coverage Product is replaced, the replacement product will be of the same or similar specification as the original AD Coverage Product.
	<ul style="list-style-type: none"> • The AD Coverage will cease upon the AD Coverage Product being replaced, unless the AD Coverage Product is included in an eligible Trimble® Works Subscription (Trimble Earthworks Bundle or Trimble Siteworks Bundle) or Trimble Protected Premium on-machine plan (see below).

What You Are Not Covered For

No cover is provided for:
<p>More than one replacement of the AD Coverage Product during the Period of Cover in the event of an AD claim unless the AD Coverage Product is covered by an eligible Trimble® Works Subscription (Trimble Earthworks Bundle or Trimble Siteworks Bundle) or Trimble Protected Premium on-machine plan.</p> <p>If the AD Coverage Product is an on-machine component covered by Trimble Protected Premium or a Trimble® Works Subscription (Trimble Earthworks Bundle or Trimble Siteworks Bundle), then unlimited replacements will be provided.</p>

The following additional exclusions also apply:

Exclusion:	We shall not:
Pre-existing Accidental Damage to the AD Coverage Product	cover any Accidental Damage to the AD Coverage Product which occurred before the AD Coverage has come into effect.
Failure to follow instructions provided with the AD Coverage Product	cover Accidental Damage caused by Your failure to follow all material manufacturer or supplier instructions provided with the AD Coverage Product.
Consumable items and peripheral devices or accessories sold or supplied with Your AD Coverage Product	except for cables and brackets for Trimble Protected Premium on-machine plans and Trimble Works Subscription (Trimble Earthworks Bundle or Trimble Siteworks Bundle), we will not cover Accidental Damage to peripheral devices or any items classified as accessories or consumables.
Software	<p>(i) cover any loss or damage to pre-loaded or purchased computer software, stored data or virus prevention/detection or external accessories and including without limitation third party items. This includes but is not limited to where You have not backed up data or have not been provided with disks to allow software or operating systems to be re-installed.</p> <p>(ii) provide cover for any data recovery services. However, if Your AD Coverage product contained software purchased from Trimble, Your Trimble dealer will load that software on Your replacement device. Trimble is not, however, obligated to ensure that any installed third party applications will be compatible with the replacement Product.</p>
Cosmetic damage	cover purely cosmetic damages such as scratches or dents that do not impair the function or performance of the AD Coverage Product.
Unqualified repair	cover Accidental Damage repairs outside the claims process outlined below and by an unqualified provider or using non-genuine Trimble components.
Loss or theft	cover loss or theft of the AD Coverage Product.
Natural disaster	cover Accidental Damage caused by a natural disaster such as wildfire, flood or hurricane.

Abuse and misuse	cover Accidental Damage if the AD Coverage Product is intentionally damaged or damaged by misuse or abuse, including using it contrary to material manufacturer or supplier instructions.
Consequential Loss	cover any incidental, indirect, special or consequential loss or damage arising out of or in connection with the use or performance of the AD Coverage Product.

Accidental Damage Claims Process

If You need to make an AD claim, then You will need to follow the steps set out below:

- You will also need to retain Your AD Coverage Product as it may need to be inspected by Trimble before We can accept Your claim.
- You will also need to have available the AD Coverage Product's Serial Number.

Step	Action
Step one	Call the Trimble Authorised Reseller where You purchased The Trimble Protected Premium Plan and the AD Coverage Product to report Your AD claim. Alternatively, please go to the Trimble Dealer locator website: https://www.trimble.com/en/dealer-locator or the Trimble Service Provider locator website: https://www.trimble.com/en/support/service-repair-locator where You will find contact details of Trimble Authorised Reseller to be able to proceed with Your AD claim.
Step two	You will be asked to provide Your AD Coverage Product's Serial number. Once Your AD Coverage has been verified You will be asked a series of questions to assess the cause and extent of damage to the AD Coverage Product.
Step three	The Trimble Authorised Reseller will direct You to send the AD Coverage Product to them for repair or replacement as determined under section 3 above. Upon completion of the repair or replacement the Trimble Authorised Reseller will contact You to arrange for collection or return of the AD Coverage Product. You must return the AD Coverage Product with all functional components as instructed by the Trimble Authorised Reseller.

Alteration Of Coverage Conditions

We will only alter terms of this AD Coverage where there is a regulatory or legislative change required, or where We are responding to industry guidance and codes.

The Code Of Practice

AIG Australia Limited is signatory to the General Insurance Code of Practice ("Code"). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

The Code Governance Committee is the independent body that monitors and enforces insurers' compliance with the Code. Their purpose is to drive better Code compliance and helping the insurance industry to improve its service to consumers.

For more information on the Code please visit codeofpractice.com.au.

For more information on the Code Governance Committee please visit insurancecode.org.au.

Governing Law

Unless otherwise agreed between Us and You, this AD Coverage will be governed by the laws of the State of New South Wales and You and Us agree to submit to the non-exclusive jurisdiction of the courts of New South Wales to determine any dispute arising under or in connection with it.

Privacy, Customer Service and Complaints

Privacy Consent And Disclosure

This notice sets out how We collect, use and disclose personal information about:

- You, if an individual; and
- other individuals You provide information about.

Further information about our Privacy Policy is available at www.aig.com.au or by contacting Us at australia.privacy.manager@aig.com or on 1300 030 886.

How We collect Your personal information

We usually collect personal information from You or Your agent.

We may also collect personal information from:

- Our agents and service providers;
- other insurers;
- people who are involved in a claim or assist Us in investigating or processing claims, including third parties claiming under Your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that You are a part of;
- providers of marketing lists and industry databases; and
- publicly available sources.

Why We collect Your personal information

We collect information necessary to:

- underwrite and administer Your insurance cover;
- improve customer service and products including carrying out research and analysis including data analytics functions; and
- advise You of Our and other products and services that may interest You.

To whom We disclose Your personal information

In the course of underwriting and administering Your AD Coverage We may disclose Your information to:

- You or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of Your policy;
- banks and financial institutions for AD Coverage payments;
- You or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to You; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

We are likely to disclose information to some of these entities located overseas, including in the following countries: Canada, Bermuda, Ireland, Belgium, the Netherlands, Germany, France, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which You have a claim and such other countries as may be notified in Our Privacy Policy from time to time.

You may request not to receive direct marketing communications from Us.

Access to Your personal information

Our Privacy Policy contains information about how You may access and seek correction of personal information We hold about You. In summary, You may gain access to Your personal information by submitting a written request to AIG. In some circumstances permitted under the Privacy Act 1988 (Cth), AIG may not permit access to Your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

Complaints

Our Privacy Policy also contains information about how You may complain about a breach of the applicable privacy principles and how We will deal with such a complaint.

Consent Acknowledgment

Your application for the AD Coverage may include a consent that You, and any other individuals You provide information about, consent to the collection, use and disclosure of personal information as set out in this notice.

Complaints and Feedback

Learning about Your experiences with Us and Our service partners helps to improve the way We do business with You. If You have feedback, or an issue You would like resolved We encourage You to make contact. Below is information on how to contact Us and how We will work together to resolve any concerns You have.

How to provide feedback

a. Speak to Our Complaints team

Our complaints team can be contacted on 1800 339 669. To get the best out of Your call with Us, please have Your Terms, Your Plan Confirmation and/or claim number available and any specific information about the issue.

b. Provide Your feedback in writing

If You would prefer to provide Your feedback or complaint in writing You can do so by lodging Your complaint on Our website, or by writing to:

The Complaints Team
AIG Australia Limited
Level 13, 717 Bourke Street
Docklands VIC 3008

Email: aucomplaints@aig.com

What happens if You make a complaint?

If You make a complaint, We will record Your complaint and make sure that Your concerns are addressed as quickly as possible and seek to achieve a fair outcome for both parties.

We will assess Your complaint upon receipt. During the complaints process as set out in this notice, We will meet the following requirements in respect of Your complaint.

- Acknowledge Your complaint within one (1) business day.
- We will tell You who will handle Your complaint and their contact details.
- We will, where applicable, keep You informed via Your preferred method of communication of the progress of Your complaint every often (10) business days, more frequently or necessary or as agreed by both of Us.
- We will treat Your complaint respectfully and handle all personal information in accordance with Our Privacy Policy.
- Within 30 calendar days from the date We receive Your complaint, We will provide a response to Your complaint

If We cannot meet any of the stated time frames, We will communicate to You the reasons why this has not been possible. We will also advise You when You should expect to receive a response or decision, Your right to complain to the Australian Financial Complaints Authority (AFCA) if You are dissatisfied with such reasons and provide You with the contact details for AFCA.

What You can do if You are not happy with Our response or handling of Your complaint

If You are not satisfied with Our response or the handling of Your complaint, You may wish to have the matter reviewed by Our Internal Dispute Resolution Committee ("Committee").

If You wish to have Your complaint reviewed by the Committee, please telephone or write to the complaints team as per the details above. As part of Your request, please include detailed reasons for requesting the review and the outcome You are seeking. This information will assist the Committee in carrying out its assessment and review of Your complaint.

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to You.

If We are unable to provide a response within 30 calendar days of receipt of the initial complaint, We will inform You of (i) the time frame for when Your complaint will be heard by the Committee, (ii) when You should expect to receive a response from the Committee; (iii) the reasons for such delay; (iv) Your right to complain to AFCA if You are dissatisfied with such reasons; and (v) the contact details for AFCA.

You can take Your complaint to AFCA at any time, including:

- if We have been unable to resolve Your complaint within 30 calendar days;
- You are dissatisfied with the outcome of Your complaint; or
- You are dissatisfied with the findings of the Committee.

AFCA provides a fair and independent financial services complaint resolution service that is free to consumers. AFCA can make decisions with which AIG is obliged to comply.

Under AFCA Rules, Your complaint may be referred back to Us if it has not gone through Our complaints process.

AFCA's contact details are:
Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne VIC 3001
Website: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)

The use of AFCA does not preclude You from subsequently exercising any legal rights which You may have if You are still unhappy with the outcome. Before doing so however, We strongly recommend that You obtain independent legal advice.

If Your complaint does not fall within AFCA's Rules, We will advise You to seek independent legal advice or give You information about any other external dispute resolution options where available to You.

Sanctions Exclusion

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America or the Commonwealth of Australia.

Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme ("Scheme") applies to the Policy. In the unlikely event that we are unable to meet our obligations under the insurance, persons entitled to make a claim under the insurance cover under the AD Coverage may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>.