



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 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.

10368 Westmoor Drive, Westminster, CO 80021

Phone: 1-408-481-8000

[Rest of world]

Trimble Europe B.V.

Industrieweg 187a, 5683 CC Best The Netherlands

Phone: +31 497 532 429

END OF TERMS AND CONDITIONS

Revised February 28, 2023

TRIMBLE NO ADDITIONAL COST ACCIDENTAL DAMAGE INSURANCE COVER NEW ZEALAND

TERMS AND CONDITIONS

Introduction

Trimble Navigation New Zealand Ltd (**Trimble**) has arranged Accidental Damage Insurance (“**AD Cover**”) through the Master Policy.

The AD Cover is available to You (defined below), at no additional charge, under the Master Policy referenced above which has been issued to Trimble by AIG Insurance New Zealand Limited, company number 3195589, of Level 7, 21 Queen Street, Auckland 1010. Trimble is not the issuer of the Accidental Damage Insurance Master Policy or any of the AD Cover and neither Trimble nor any of its related companies 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 Cover is provided to You as an incidental benefit of the Trimble Protected Premium Plan. Trimble does not receive any commission or remuneration from Us for arranging the AD Cover. Neither Trimble nor any of its related companies are agents of Ours.

While the AD Cover is at no additional cost to You, it is only available on condition You have purchased a Trimble Protected Premium Plan (**Plan**).

If You wish to make an AD Claim under this AD Cover, You will be bound by the Definitions, Terms and Conditions, Exclusions, Limit of Liability and the Accidental Damage Claims Process and Privacy Notice set out under this AD Cover. 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 Cover.

Any benefits under the AD Cover are separate to any legal rights under New Zealand 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 Cover provided that You have purchased Your Plan prior to termination of the Master Policy and Your AD Claim occurs whilst your Plan is active.

AIG’s current financial strength rating by an approved rating agency can be found at <https://www.aig.co.nz/about-us/solvency-financial-strength>.

Disclosure To Be Made By Trimble

Please note that Trimble is not authorised to provide any financial advice. You will need to consider whether You should obtain Your own financial product advice about the cover from a person who is licensed to provide financial advice about insurance products.

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

- the cover provided to You under the Master Policy terminates. However, no notification is required if substantially similar cover applies or will apply for such period (or remainder of such period); or
- the Master Policy cover is to be cancelled in accordance with its provisions or the AD Cover 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 cover and determine whether the Master Policy is still current by by contacting the Trimble Authorised Reseller where You purchased the Trimble Protected Premium 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 Cover 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 cover 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 cover under these Terms and Conditions.

2. Individual Period of Insurance

The AD Cover is provided to You for a period of 5 consecutive 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 cover Exclusions, cover Conditions and General Conditions.

- 3) These Terms and Conditions also contains important information about Your rights and obligations including information about the Fair Insurance Code, 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 for Accidental Damage to a Product during the Period of Cover, 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. For further information, refer to The Cover You Receive section below.

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 a Product as a result of sudden and unforeseen damage caused by external means. Accidental Damage cover does not include failure of the Product due to defects in materials and/or workmanship and/ or design.
- **Insurer** means AIG Insurance New Zealand Limited company number 3195589.
- **Master Policy** means the group insurance policy issued to Trimble by Us.
- **Period of Cover** means from the date You take delivery of the Product until the earliest of either (i) a 5 year period, or (ii) the date this AD Cover is cancelled, or (iii) the date Your Product (except Trimble® Works Subscription or Trimble Protected Premium on-machine) was replaced by Us.
- **Product** means a Trimble branded hardware product, sold by Trimble or a Trimble Authorised Reseller as detailed in Your Purchase Invoice.
- **Purchase Invoice** means the document which confirms Your cover under this policy.
- **Serial number** means the unique number placed on the Product by Trimble prior to delivery of the 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 Products under this policy.
- **Territory** means New Zealand.
- **Trimble** means Trimble Navigation New Zealand Limited.
- **Trimble Authorised Reseller** means a third party authorised by Trimble to distribute this AD Cover at the same time as selling You a Product.
- **We, Us or Our** means AIG Insurance New Zealand Limited company number 3195589.
- **You/Your** means the individual, company or entity who has purchased the AD Cover and is a beneficiary of the Master Policy.

The Cover You Receive

Risk	Cover Provided
Your Product is covered for Accidental Damage during the Period of Cover.	<p>Trimble and/ or the Service Provider will, at their sole discretion assess the damage to Your 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, at Trimble’s discretion, may replace original components of Your Product with new or refurbished which will be functionally equivalent to the original components. • A Service Provider will complete repairs on the 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 Product. • If the entire Product is replaced, the replacement product will be of the same or similar specification as the original Product. • The decision to replace Your Product will be determined at the discretion of Trimble, acting on Our behalf. • The AD cover will cease upon the Product being replaced, unless the Product is included in an eligible Trimble® Works Subscription (The Trimble Earthworks Bundle or The Trimble Siteworks Bundle) or Trimble Protected Premium on-machine plan (see below).

What You Are Not Covered For

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

Exclusion:	We shall not:
Pre-existing Accidental Damage to the Product	cover any Accidental Damage to the Product which occurred before the AD Cover has come into effect.
Failure to follow instructions provided with the Product	cover Accidental Damage caused by Your failure to follow manufacturer or supplier instructions provided with the Product.
Consumable items and peripheral devices or accessories sold or supplied with Your Product	cover Accidental Damage to peripheral devices or any items classified as accessories or consumables, except for cables and brackets for Trimble Protected Premium on-machine plans and Trimble® Works Subscription (The Trimble Earthworks Bundle).
Software	(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. (ii) provide cover for any data recovery services. However, if Your 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.
Cosmetic damage	cover purely cosmetic damages such as scratches or dents that do not impair the function or performance of the Product.
Unauthorised repair	cover Accidental Damage repairs unless the claim for such repairs is made with Trimble or a Trimble Authorised Reseller in accordance with the claims process outlined below and such repairs are undertaken by a Service Provider.
Loss or theft	cover loss or theft of the Product.
Natural disaster	cover Accidental Damage caused by a natural disaster such as wildfire, flood, earthquake or hurricane.
Abuse and misuse	cover Accidental Damage if the Product is intentionally damaged or damaged by misuse or abuse, including using it for a purpose or in a manner for which it was not designed.
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 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 Product as it may need to be inspected by Trimble before We can accept Your claim.
- You will also need to have available the Product's Serial Number.

Step	Action
Step one	Call the Trimble Authorised Reseller where You purchased The Trimble Protected Premium Plan and the 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 Product's Serial number. Once Your AD Cover has been verified You will be asked a series of questions to assess the cause and extent of damage to the Product.
Step three	The Trimble Authorised Reseller will direct You to send the 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 Product. You must return the Product with all functional components as instructed by the Trimble Authorised Reseller.

Alteration Of Cover Conditions

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

Fair Insurance Code

AIG Insurance New Zealand Limited, as a member of the Insurance Council of New Zealand Incorporated, subscribes to the Fair Insurance Code.

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 or make a complaint

If you would like to provide your feedback or complaint you can do so by lodging your complaint on our website, you can send your complaint to us via email at customerfeedbacknz@aig.com and/or in writing to:

AIG Insurance New Zealand Limited,
21 Queen Street
Level 7
Auckland 1010

If you are not satisfied with our response to your complaint, you can request to have the matter reviewed by our Internal Dispute Resolution Committee ("Committee") by contacting the person who signed your complaint response letter or by contacting:

The Chairperson IDRC
AIG Insurance New Zealand Limited
21 Queen Street,
Level 7,
Auckland 1010
customerfeedbacknz@aig.com

The Committee will investigate your complaint promptly and fairly and provide their decision with reasons in writing. If your complaint cannot be resolved to your satisfaction through the Committee, we will provide you with a 'deadlock' letter so you can take your matter to the Financial Services Complaints Limited (FSCL). FSCL is a free and independent body approved by the Ministry of Consumer Affairs.

We will comply with any decision made by FSCL. Contact details for FSCL are:

Financial Services Complaints Limited PO Box
5967
Wellington, 6101
0800 347 257
info@fscl.org.nz <http://www.fscl.org.nz>

Privacy Notice

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.co.nz or by contacting us at privacy.officerNZ@aig.com or write to:

The Privacy Officer
AIG Insurance New Zealand Limited PO Box
1745
Shortland St
Auckland 1140

How we collect your personal information:

We usually collect personal information from you or your agents. 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;
- 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.

You have a legal obligation under the New Zealand law to disclose certain information. Failure to disclose information required may result in us declining cover, cancelling your insurance cover, or reducing the level of cover, or declining claims.

To whom we disclose your personal information

In the course of underwriting and administering your policy the insurer may disclose your information to:

- you or its agents, entities to which it is related, reinsurers, contractors or third-party providers providing services related to the administration of your Policy;
- banks and financial institutions for Policy payments;
- you or its agents, assessors, third party administrators, emergency providers, retailers, in the event of a claim;
- entities to which we are 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, France, Germany, United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, Australia 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 us.

While access to this personal information may generally be provided free of charge, we reserve the right to charge for access requests in some limited circumstances. We 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.

Privacy 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

If applicable your application includes 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.

Governing Law

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

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, United Kingdom, Australia, New Zealand or the United States of America.