

# COVERED PARTS SCHEDULE – PREMIER WATER TANKS

## ON-ROAD TRUCKS G-2000 / G-4000 / G-5000 SERIES WATER TANKS

### Covered Components

✓ Tank Structure & Paint Including Interior Epoxy
✓ Water Pump
✓ Amber Light, excl: Bulbs
✓ UTE Spray Head
✓ BMC Spray Head
✓ Cannon Kit
✓ Hose Reel Kit
✓ Switch Panel & Switches
✓ Backup Camera
✓ Water Level Gauge
✓ Working Lights, excl: Bulbs
✓ Hydraulic Oil Cooler
✓ Hydraulic Motor

## OFF-ROAD TRUCKS G-5000 / G-6000 / G-8000 / G-9000 SERIES WATER TANKS

(Caterpillar, Komatsu, Volvo, Deere, Bell, Hydrema)

### Covered Components

✓ Tank Structure & Paint Including Interior Epoxy
✓ Water Pump
✓ UTE Spray Head
✓ BMC Spray Head
✓ Hydraulic Spray Head
✓ Cannon Kit
✓ Gravity Dump
✓ Hose Reel Kit
✓ Hydraulic Coupler
✓ Hydraulic Motor
✓ Butterfly Valve
✓ Amber Light, excl: Bulbs
✓ Switch Panel & Swtiches
✓ Butterfly Valve
✓ Amber Light, excl: Bulbs
✓ Switch Panel & Swtiches
✓ Yuken Valve

This Plan excludes protection for any component that is not listed on the "Covered Parts Schedule" including any resulting or consequential damage to a "covered component" that is caused by or results from the failure of a component not listed on the Covered Parts Schedule for the Plan Option selected. Dealer installed options are not eligible for reimbursement. See the Terms and Conditions document, as issued, for complete Plan details including exclusions and limitations not listed on this Schedule.

# PROTECTION PLAN TERMS AND CONDITIONS

This Protection Plan ("Plan") is an agreement between the Provider and the Contract Holder and is subject to the terms and provisions as set forth below. No person may in any way alter or extend the terms and conditions expressed herein without the prior written authorization of the Provider. You are encouraged to become familiar with its contents.

## **A. DEFINITIONS:**

1. **"WE", "US", "OUR", "PROVIDER", AND "ADMINISTRATOR"** means the party obligated to provide service under this Plan as the service contract provider, who is Premier Water Tanks LLC, 425 Flatwoods Road Leesburg, FL 34748.
2. **"CONFIRMATION PAGE"** means the enrollment certificate issued by Us or Our authorized representative when You purchase this Plan for Your Equipment.
3. **"PLAN PURCHASE DATE"** means the date on which You purchased this Plan for Your New or Used Equipment.
4. **"PLAN EFFECTIVE DATE"** means the date on which coverage under this Plan is effective for Your New or Used Equipment in accordance with the terms and conditions stated in this Plan.
5. **"COVERED COMPONENTS"** means the specific parts or components of Your New or Used Equipment that are covered under this Plan.
6. **"COVERED PARTS SCHEDULE"** means the document which lists the Covered Components under this Plan.
7. **"PLAN"** means this Protection Plan terms and conditions document, together with the Confirmation Page and Covered Parts Schedule. **THIS PLAN IS NOT AN INSURANCE POLICY.**
8. **"DEDUCTIBLE"** means the portion of the covered Breakdown You are required to pay, as shown on the Confirmation Page.
9. **"YOU", "YOUR", "CUSTOMER", or "CONTRACT HOLDER"** means the purchaser of the Equipment.
10. **"DEALERSHIP", "DEALER"** means the Original Equipment Manufacturers (OEM) authorized equipment distributor or OEM authorized repair facility.
11. **"NEW EQUIPMENT"** means eligible equipment that is within the OEM warranty at the time of equipment purchase.
12. **"USED EQUIPMENT"** means eligible equipment that is beyond the expiration of the OEM warranty period at the time of equipment purchase.
13. **"EQUIPMENT"** means the eligible on-road or off-road water tank produced by Premier Water Tanks LLC.
14. **"BREAKDOWN"** means a defect in material or workmanship that causes the sudden and unforeseen failure of a Covered Component arising from any permanent mechanical, electrical or electronic defect, causing a sudden stoppage of its function, necessitating immediate repair or replacement before its normal operation may be resumed.

## **B. CONTRACT TERM:**

1. Coverage under this Plan applies exclusively to the Equipment specified on Your Confirmation Page sold and registered directly by Us or by a Dealership, or other authorized agent, to the end user in the United States, and operated exclusively in the United States, Puerto Rico and Canada.
2. The Effective Date of coverage for the Equipment is indicated on Your Confirmation Page and ends on the earlier of: (a) the Expiration Date of this Plan (indicated on Your Confirmation Page), or (b) the date on which the Equipment has been operated for the maximum number of total machine hours specified under this Plan.

## **C. TERRITORY:**

Coverage under this Plan applies exclusively to Equipment sold and registered directly to or by Dealerships in the United States and solely used for operations within the United States, Puerto Rico and Canada. All services performed under this Plan must be performed within the United States or Canada by an authorized repair facility. All reimbursements made in accordance with the terms and conditions of this Plan will be in U.S. dollars only.

#### **D. WHAT IS COVERED:**

1. We agree to pay or reimburse You for approved costs to repair the Breakdown of a covered part or component as described under the ("Covered Parts Schedule"), up to the allowed maximum limits as described under Section E., ("LIMITS OF LIABILITY"). When parts are needed to complete an eligible repair the use of genuine OEM parts is required, unless prior authorization is provided by the Administrator. This Plan does not cover repair or replacement of parts or components for any of the causes, or provide coverage for any losses set forth in Section F., ("EXCLUSIONS AND LIMITATIONS"), below.

#### **E. LIMITS OF LIABILITY:**

1. Replacement of defective parts;
2. Labor reimbursement based upon the allowable hours per the labor rate matrix and the posted shop rate of an approved warranty service provider. Any warranty repairs not listed in the labor rate matrix will be approved in accordance with the typical cost of similar repairs based on industry standards.  
**Dealer Adjustment Clause:** Approved service providers may request labor rate adjustments once per calendar year via the Labor Rate Form; any increase exceeding 3% must be supported by customer invoices as proof of rate.
3. In no event shall the aggregate total of all benefits payable to You under this Plan for New Equipment exceed the original purchase price of the covered Equipment.
4. In no event shall the aggregate total of benefits payable to You under this Plan for Used Equipment exceed 50% the original purchase price of the covered Equipment.

#### **F. EXCLUSIONS & LIMITATIONS:**

**THE FOLLOWING LIMITATIONS AND EXCLUSIONS MAY NOT BE ALLOWED BY SOME STATES AND SHALL NOT APPLY TO THE EXTENT NOT ALLOWED BY APPLICABLE STATE LAW.**

ADMINISTRATOR TOGETHER WITH ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS, ARE NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO: LOST CROPS, LOST CONTRACTS, LOST INCOME OR FINES RESULTING FROM DELAYS IN SERVICE. ADMINISTRATOR AND PROVIDER, TOGETHER WITH ITS AFFILIATES, SUBSIDIARIES AND AUTHORIZED DEALERSHIPS SHALL NOT BE LIABLE FOR ANY PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN, INCLUDING INHERENT PRODUCT FLAWS, AND SPECIFICALLY HEREBY EXCLUDE THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

##### **1. WE SHALL NOT BE RESPONSIBLE FOR ANY BREAKDOWN DUE TO OR RESULTING FROM:**

- A. OPERATING CONDITIONS, ACCIDENTS, ABUSE, MISUSE, NEGLIGENCE, DAMAGE, WEATHERING, OR FAILURE TO FOLLOW THE RECOMMENDED ADJUSTMENTS OR MAINTENANCE AS DESCRIBED IN THE APPLICABLE MANUFACTURER'S OPERATOR'S MANUAL;
- B. IMPROPER REPAIR OR RESULTING FROM THE USE OF NON-ORIGINAL MANUFACTURER'S PARTS UNLESS EXPRESSLY AUTHORIZED BY ADMINISTRATOR;
- C. TAMPERING WITH, MAKING ADJUSTMENTS OR ADDITIONS OF COMPONENTS TO, OR REPLACEMENTS FOR EQUIPMENT
- D. THE USE OF ATTACHMENTS ON EQUIPMENT THAT ARE OUTSIDE THE SPECIFICATIONS ESTABLISHED BY THE OEM;
- E. IMPROPER STORAGE OR FROM DETERIORATION OF THE EQUIPMENT, OR FAILURE TO PROPERLY MAINTAIN THE EQUIPMENT;
- F. OPERATION WITHOUT ADEQUATE COOLANT OR LUBRICANTS OR ANY ADJUSTMENTS TO THE WATER PUMP OR HYDRAULIC SYSTEM.
- G. IMPROPER FIELD APPLICATION, OR OVERLOADING, BEYOND THE MANUFACTURER'S SPECIFICATIONS.

##### **2. NO COVERAGE IS PROVIDED UNDER THIS PLAN FOR ANY OF THE FOLLOWING:**

- A. BREAKDOWN OF ANY PART CAUSED BY OR RESULTING FROM THE FAILURE OF A COMPONENT NOT LISTED ON THE COVERED PARTS SCHEDULE, INCLUDING ANY RESULTING DAMAGE TO A COVERED COMPONENT;
- B. ITEMS THAT ARE REPLACED DURING THE TERM OF THIS PLAN PERIOD AS A RESULT OF NORMAL WEAR;

- C. CONSUMABLE ITEMS INCLUDING, BUT NOT LIMITED TO: AIR AND WATER LEAKS CAUSED BY WEATHERING, FADED PAINT OR RUST;
- D. REPAIRS RELATED EXCLUSIVELY TO NOISE, SUCH AS, BUT NOT LIMITED TO, RATTLES AND SQUEAKS;
- E. TRAVEL COSTS ASSOCIATED WITH TRANSPORTING EQUIPMENT TO AND FROM A REPAIR FACILITY WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF THE ADMINISTRATOR;
- F. CHARGES FOR LABOR PERFORMED BY A SERVICE CENTER THAT HAD NOT BEEN AUTHORIZED IN ADVANCE IN WRITING BY THE ADMINISTRATOR;
- G. COSTS CHARGED FOR OVERTIME LABOR COSTS OR OUT-OF-SHOP EXPENSES;
- H. ECONOMIC LOSS, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST RENTS, OR COST OF EQUIPMENT RENTAL;
  - I. THE COST OF CLEANING THE EQUIPMENT, IN PREPARATION FOR SERVICING;
- J. LOSS OR DAMAGE OF THE EQUIPMENT DURING SHIPMENT;
- K. CLAIMS INVOLVING EQUIPMENT DAMAGED IN TRANSIT OR HANDLING AND SUBSEQUENTLY SOLD AS "SALVAGE" EQUIPMENT;
- L. TRAVEL TIME, ENVIRONMENTAL FEES, SHOP SUPPLIES, OR SALES TAX;
- M. ANY AMOUNT CHARGED BY YOU THAT EXCEEDS YOUR PUBLICLY POSTED SHOP RATE. IF NO SHOP RATE IS POSTED, THAN AN HOURLY RATE OF \$150 WILL BE USED FOR CALCULATING SERVICE LABOR.
- N. ITEMS USED FOR REPAIRS, INCLUDING, BUT NOT LIMITED TO, SOLVENTS, CLEANERS, ANTI-SEIZE LUBRICANTS, OIL-DRY, SPECIAL TOOLS, SHOP TOWELS, OR OTHER SHOP SUPPLIES;
- O. THE COST OF NORMAL MAINTENANCE SERVICES;
- P. EXPENSES INCURRED IN CONNECTION WITH THE INSPECTION OR RECONDITIONING OF THE EQUIPMENT;
- Q. COSTS INCURRED FOR ANY DUPLICATE, REPEAT, OR COMEBACK REPAIR RESULTING FROM IMPROPER DIAGNOSIS, TESTING, OR POOR SERVICE WORK;
- R. COSTS INCURRED AS A RESULT OF REMOVING OPTIONAL EQUIPMENT OR ATTACHMENTS THAT WERE INSTALLED WITHOUT THE ADMINISTRATOR'S PRIOR AUTHORIZATION;
- S. EQUIPMENT SOLD "AS IS" INCLUDING, BUT NOT LIMITED TO, EQUIPMENT WHERE THE MANUFACTURER HAS VOIDED THE MANUFACTURER'S WARRANTY;
- T. LOST OR STOLEN EQUIPMENT;
- U. ENSUING LOSS ARISING FROM A BREAKDOWN CAUSED BY FIRE, ROLLOVER, OR ANY OTHER CATASTROPHIC EVENT;
- V. EQUIPMENT INDICATED AS SEVERE USAGE. FOR THE PURPOSE OF THIS EXCLUSION, "SEVERE USAGE" MEANS THE EQUIPMENT WILL BE USED PRIMARILY IN SEVERE DUTY APPLICATIONS; INCLUDING, WITHOUT LIMITATION, THE USE OF EQUIPMENT IN DEMOLITION, FOUNDRY, SCRAP, WASTE RECYCLING, LANDFILL, OR ANY OTHER ENVIRONMENT WHERE SALT, BRACKISH, OR LEACHATE WATER IS PUT INTO THE EQUIPMENT;

**3. THIS PLAN WILL NOT PROVIDE COVERAGE IF:**

- A. YOU HAVE MODIFIED OR ALTERED THE COVERED EQUIPMENT IN ANY WAY, UNLESS SUCH MODIFICATION OR ALTERATION WAS DONE WITH THE ADMINISTRATOR'S PRIOR WRITTEN APPROVAL;
- B. THE EQUIPMENT'S HYDRAULIC SYSTEM, ROTATIONAL SPEED OF THE WATER PUMP, OR CONFIGURATION OF THE HOSE, PIPING, OR ELECTRICAL WIRING IS CHANGED OR ALTERED IN ANY WAY;
- C. THE EQUIPMENT IS USED IN ANY APPLICATION FOR WHICH THEY WERE NOT DESIGNED TO BE USED;
- D. THE EQUIPMENT IS SCRAPPED, SALVAGED, STOLEN, JUNKED, OR TOTALED;
- E. YOU HAVE MISREPRESENTED MATERIAL INFORMATION ABOUT HOW THE EQUIPMENT WILL BE USED UNDER THIS PLAN;

**G. YOUR RESPONSIBILITIES UNDER THIS PLAN:**

- 1. To keep this Plan valid, You must perform all required maintenance on the Equipment, at the recommended intervals specified in the Equipment's manufacturer's operator's manual, and shall retain maintenance files and other relevant invoices documenting such service records ("Maintenance Records"). You may be required to furnish all such Maintenance Records to the Administrator at the time of claim. Failure to provide proof of service and/or Maintenance Records may result in the denial of Your claim or cancel-lation of this Plan, to the extent allowed by state law.

2. You must operate the Equipment exclusively within their rated capacity as specified in the Equipment manufacturer's operator's manual;
3. You must promptly report to the Dealership any problems with respect to the performance of Equipment and have the Equipment available for repair in a timely manner;
4. You shall be responsible for any travel costs incurred by the authorized service center personnel in connection with his or her travel to the location of Your Equipment to repair them, including, without limitation, payment for the time of such personnel.

#### **H. YOUR GUIDE TO FILING A CLAIM:**

To be eligible for claims payment or reimbursement, the following procedures must be adhered to:

1. Fill out the warranty claim form in its entirety found at [www.premotanks.com/warranty](http://www.premotanks.com/warranty) and submit it along with required photos of four corners of the tank, tank serial number, chassis and tank hour meter (if installed), defective part exposing the cause of failure (preferably while installed), defective part serial number (if applicable), new part installed, new part serial number (if applicable), your repair order if claiming labor, and any sublet labor or material invoices to [warranty@premotanks.com](mailto:warranty@premotanks.com).
2. All claims made to the warranty department will be reviewed and responded to within 3 business days of submission. Notification of approval, denial, or the need for additional information will be relayed to the email provided by the customer on the warranty claim form. All claims must be submitted within 60 days of the date of Breakdown to file a claim.
3. Upon approval, replacement parts will be shipped by regular ground shipping with a \$50 credit toward freight per claim. If any other freight option is chosen, it will be entirely at Your expense. Upon receipt of the re-placement parts, repairs can commence at an Authorized Service Provider.
4. Any repairs initiated before an approval is granted will bear the risk of potentially being denied.
5. Dealers are encouraged to retain all removed warranty parts for a minimum of three (3) months from the date of claim submission. Upon approval, a request for the return of defective part(s) may be included with an RMA #. All parts must be shipped to the address listed below within 10 business days of receiving an RMA # and received by Us within 30 days. Failure to return any part(s) may result in a denial of payment of the warranty claim.
  - a. PREMIER WATER TANKS LLC  
425 FLATWOODS ROAD  
LEESBURG, FL 34748
6. In the event You wish to appeal the Administrator's settlement of Your initial claim, the warranty claim must be resubmitted, along with Your supporting argument for the Administrator's reconsideration of Your initial claim within fifteen (15) calendar days from the date the initial claim was settled. After that time period, settlement claims or reconsideration requests will no longer be accepted.

#### **I. TRANSFERABILITY:**

Plans may be transferred to the new purchaser of Your Equipment ("New Purchaser") at any time during the effective term of this Plan. The new purchaser must provide to the Administrator a completed Plan Registration Transfer Form. Such form must include the correct model, serial number(s) and physical description of the relevant Equipment.

THIS PLAN, INCLUDING THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS, ALONG WITH THE COVERAGE CERTIFICATE AND COVERED PARTS SCHEDULE, CONSTITUTES THE ENTIRE AGREEMENT AND NO REPRESENTATIONS, PROMISES OR CONDITION NOT CONTAINED HEREIN SHALL MODIFY THESE ITEMS, EXCEPT AS REQUIRED BY LAW.

THE REMEDIES OF HAVING A DEFECT IN MATERIAL OR WORKMANSHIP REPAIRED, OR HAVING DEFECTIVE MATERIALS REPLACED, AT A SERVICE CENTER AUTHORIZED BY US UNDER THE TERMS AND CONDITIONS OF THIS PLAN ARE THE CONTRACT HOLDER'S EXCLUSIVE REMEDIES UNDER THIS PLAN AND ARE IN LIEU OF ANY OTHER REMEDY OR REMEDIES OTHERWISE AVAILABLE.

#### **CONTACT INFORMATION**

Premier Water Tanks LLC  
425 Flatwoods Road  
Leesburg, FL 34748  
Phone: (352) 431-9170  
Email: [warranty@premotanks.com](mailto:warranty@premotanks.com)  
Website: [www.premotanks.com](http://www.premotanks.com)

